

**IN THE UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF GEORGIA  
Atlanta Division**

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**IN RE: TransUnion Rental Screening Solutions,  
Inc. FCRA Litigation**

**No. 1:20-md-02933-JPB  
ALL CASES**

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**PLAINTIFFS' MOTION FOR  
PRELIMINARY APPROVAL OF THE PROPOSED SETTLEMENT  
AND MEMORANDUM IN SUPPORT**

Plaintiffs, on behalf of the proposed Settlement Classes, respectfully move the Court for preliminary approval of a proposed settlement with Defendant TransUnion Rental Screening solutions, Inc. Plaintiffs respectfully request the Court enter the proposed Preliminary Approval Order. In support, Plaintiffs submit the attached Memorandum. Defendant does not oppose the relief sought in this Motion.

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## I. INTRODUCTION

Plaintiffs<sup>1</sup> proposed Settlement with Defendant TransUnion Rental Screening Solutions, Inc. (“TURSS” or “Defendant”) provides meaningful relief for the proposed Classes, exceeds the applicable standards for settlement approval, and should be approved.

The Settlement provides two primary forms of relief. First, the Settlement establishes a Rule 23(b)(2) injunctive relief Settlement Class. The important policy changes required by the Settlement address many of the problems identified in the operative Complaint, including errors resulting from TURSS’s current matching algorithm and record collection practices. Specifically, the Settlement will prohibit TURSS from linking a consumer with a Criminal Record without first matching the consumer’s name as well as date of birth, Social Security Number, or address. This is a significant change that will improve the accuracy of reporting for all consumers going forward. The Settlement will also forbid TURSS from relying on Landlord-Tenant records collected from sources that are not visited at least every 60 days. Finally, the Settlement requires TURSS to reformat its reports to present multiple

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<sup>1</sup> Unless otherwise explicitly defined herein, all terms have the same meanings as those set forth in the Settlement Agreement (“Settlement” or “Settlement Agreement” or “SA”) attached to the Declaration of E. Michelle Drake (“Drake Decl.”) as Exhibit 1.



litigation events from a single Landlord-Tenant action in such a way that they do not imply multiple eviction actions were filed. Although these changes sound simple, they are powerful, and a significant concession by TURSS. In exchange for this potent injunctive relief, Rule 23(b)(2) Settlement Class Members will release only their right to file class action lawsuits against TURSS for claims released by the Settlement, and will retain their right to sue TURSS in an individual lawsuit for damages. Second, the Settlement provides \$11.5 million in cash monetary relief to members of the Rule 23(b)(3) Settlement Class, which includes consumers who had Criminal Records misattributed to them and/or who had outdated Landlord-Tenant records published on their consumer reports.

Both in terms of the scope of the injunctive relief and the value of the monetary relief, the Settlement compares favorably to other Fair Credit Reporting Act (“FCRA”) settlements involving challenges to consumer reporting agencies’ reporting practices.<sup>2</sup> The Settlement was reached only after the underlying actions’

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<sup>2</sup> See, e.g., *Clark v. Trans Union LLC*, No. 15-cv-00391, ECF No. 273 (E.D. Va. Aug. 29, 2018) (order granting final approval), *Clark v. Experian Info. Sols., Inc.*, No. 16-cv-00032, ECF No. 150 (E.D. Va. Feb. 1, 2019) (same); *Thomas v. Equifax Info. Servs. LLC*, No. 18-cv-00684, ECF No. 55 (E.D. Va. Sep. 13, 2019) (same) (collectively, the “Public Records Litigation”); *Stewart v. LexisNexis Risk Sols., Inc.*, No. 20-cv-00903, ECF Nos. 91, 92 (E.D. Va. July 27, 2022) (same); *Brown v. RP On-Site, LLC*, No. 20-cv-482 (E.D. Va.) (final approval of settlement regarding reporting of sex offender records); *Brown v. Corelogic Rental Prop. Sols., LLC*, No. 20-cv-363 (E.D. Va.) (final approval of settlement regarding reporting of sex

claims and defenses were vetted thoroughly by experienced Counsel and is the result of hard-fought arms-length negotiations. The Settlement provides closure on a multitude of consolidated actions. The Settlement more than satisfies Rule 23 and should be approved.

## II. BACKGROUND

### A. Nature of the Claims

Plaintiffs alleged claims under the FCRA, 15 U.S.C. § 1681e(b), which requires consumer reporting agencies to “follow reasonable procedures to assure maximum possible accuracy.” As to Criminal Record reporting, Plaintiffs alleged that TURSS failed to comply with the FCRA by attributing Criminal Records to consumers that did not belong to them. (Consolidated Amended Class Action Complaint, (“CAC”) § I.A.) Plaintiffs alleged that misattribution resulted from TURSS’s unreasonable procedures related to its using or failure to use certain identifying information in its matching algorithm.<sup>3</sup> (*See, e.g.*, CAC ¶¶ 46-48.)

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offender records); *Saylor v. RealPage, Inc.*, No. 22-cv-00053, ECF No. 91 (E.D. Va. Feb. 7, 2022) (order granting preliminary approval).

<sup>3</sup> For example, for Plaintiff Hall, TURSS “matched” him to a sex offender in South Carolina even though TURSS had information in its system regarding the age of the sex offender, which ruled out Plaintiff as a potential match. (CAC ¶ 102.) Had TURSS required a match based on date of birth, Social Security Number, or address, TURSS would not have reported Plaintiff Hall as guilty of a sex offense. (*Id.* ¶ 112.) Similarly with Plaintiff Brown – TURSS had Plaintiff Brown’s date of birth, but TURSS nonetheless reported at least 16 different criminal cases as belonging to her,

As to Landlord-Tenant Records, Plaintiffs alleged that TURSS failed to report favorable dispositions, such as satisfactions, appeal, vacatures and dismissals, that were entered on the public docket at least 60 days prior to the consumer report. (CAC ¶ 270.) Plaintiffs alleged that TURSS did not obtain complete and up-to-date public records from the source, instead relying on old or incomplete data obtained from its vendor(s) or retrieved through automated processes. (*Id.* § II.B.)

## **B. The Consolidated Matters**

Plaintiffs filed numerous separate actions, some of which were subject to motions to dismiss. Defendant moved to consolidate the actions before the Judicial Panel on Multi-District Litigation. *In re TransUnion Rental Screening Sols., Inc. FCRA Litig.*, MDL No. 2933, ECF No. 1. After briefing and arguing in front of the JPML, the matters were consolidated. Plaintiffs began discovery and litigation in this Court, eventually filing the Consolidated Amended Class Action Complaint on June 21, 2021. The CAC, which spans 113 pages, including eight Counts, was the result of substantial effort and coordination between Plaintiffs' counsel.

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when the offender on each had a different date of birth than Plaintiff Brown. (*Id.* ¶ 171.) For Plaintiff Robinson, TURSS included a criminal conviction on his report for a Christopher A. Robinson who was 33 years old and had committed his offense in Texas, when Plaintiff Christopher Robinson (no middle name) was 75 years old and had no address history in Texas – all information TURSS had in its possession about Plaintiff at the time of its reporting. (*Id.* ¶¶ 119-123.)

Defendant moved to dismiss certain counts and Plaintiffs filed oppositions. (ECF Nos. 93, 94, 10, 105.) This motion practice took place simultaneous with Plaintiffs' aggressive discovery in this matter. Plaintiffs took four depositions of Defendant's employees – including several focused on technical, data-related topics, and defended Plaintiff Hall's deposition. (Drake Decl. ¶ 4.) Plaintiffs served requests and negotiated responses resulting in the production of more than 50,000 pages of documents – a figure that, taken alone, vastly understates the volume of discovery in this case, as the bulk of discovery focused on the production of data samples from Defendant's various databases. (*Id.*) Database discovery in this case was far from simple. In order to meaningfully request data from Defendant, Plaintiffs first had to understand Defendant's systems, which include different systems and data fields for different products (for example, reports targeted at institutional landlords are stored in a different system with different fields than reports targeted at individual landlords), as well as various other data sources (such as the underlying databases that Defendant searches to assemble its reports), which have further differences. (*Id.* ¶ 5.) Plaintiffs then had to negotiate with Defendant for a sample from each system, respecting the burden of production on Defendant while still ensuring that the production would be robust enough to produce meaningful results. (*Id.*) After that lengthy process, Plaintiffs then had to analyze the data, as discussed in part below.

The information learned in discovery, and in motion practice, regarding Defendant's practices, procedures, and data – both before and after the filing of the CAC – was the result of significant effort by Plaintiffs' counsel and allowed the parties to explore settlement with deep knowledge of the claims and the classes.

### **C. Settlement Negotiations**

The Settlement is the result of extensive, arms' length negotiations between experienced counsel, and was facilitated by four full-day formal mediation sessions with, and subsequent communications through, third-party neutral Nancy Lesser of PAX ADR. (Drake Decl. ¶ 7.) In addition, settlement negotiations included numerous letters and telephone calls between counsel, as well as countless emails, both about the data and underlying facts of the case, as well as the terms of any settlement. Settlement efforts began in mid-2020 with the first mediation session with Ms. Lesser, followed by three more full-day sessions in 2021.

During this time, TURSS produced numerous and voluminous data samples to facilitate the parties' discussions regarding class definitions and sizes. (*Id.* ¶ 8.) TURSS not only produced samples of its reporting during the Class Period; but it also produced its matching criteria and a copy of the data in its database regarding the same individuals. This allowed Plaintiffs' counsel to evaluate (1) what TURSS reported regarding a given individual, (2) what information it had on file regarding

the reported record that was not included in a published consumer report, and (3) why the information may have been reported, i.e., how TURSS's algorithms were used to match the person to the public record. This process was involved, time-consuming and required Counsel to retain and consult with an expert in the field. (*Id.*) This gave Plaintiffs a detailed understanding of the alleged failures of TURSS's match logic, which was crucial to reaching agreement on the injunctive relief and to defining the Classes in such a way as to target systematic problems with Defendant's matching algorithms. (*Id.*)

After receiving the data samples, Plaintiffs undertook an extensive process to compare the produced sample reports to public records to identify outdated and/or inaccurate criminal and landlord/tenant records. Specifically, Plaintiffs' counsel surveyed jurisdictions nationwide that were included in Defendant's sample to determine where (1) criminal records containing personally identifying information (address, Social Security Number, date of birth) or (2) landlord/tenant records with updated dockets were accessible. (Drake Decl. ¶ 9.) In those jurisdictions, Plaintiffs' counsel then expended significant efforts and resources to gather the records and analyze them to identify criminal records that had been misattributed and landlord/tenant records that had been reported without the most recent events on the docket reports. (*Id.*) This work included subpoenas, written and in-person records

requests, online data reviews, and review of responsive records for a total of 73 different jurisdictions. (*Id.*) Ultimately, these efforts shaped the injunctive relief in this case (which extends nationwide) and narrowed the jurisdictions for which Plaintiffs settled certain criminal record mismatch and landlord/tenant claims. In order to further explore the strengths and weaknesses of their claims, Plaintiffs also conducted three full-day mock jury focus groups with expert assistance, each of which tested different aspects of the Plaintiffs' claims. (*Id.* ¶ 6.) These efforts provided invaluable insight into the value of the claims and therefore assisted in the settlement negotiations.

Throughout the settlement negotiations in this matter, TURSS's main public records vendor, LexisNexis, was going through its own class action settlement process, which involved practice changes that would have a downstream effect on TURSS's practices as well. (ECF No. 128.) In a separate settlement, LexisNexis agreed to routinely provide each of the entities to whom it sells Landlord-Tenant Records with a report describing how often it updates its records from each jurisdiction (the "Visit Interval"). *Stewart v. LexisNexis Risk Data Retrieval Servs., LLC*, No. 20-cv-00903, ECF No. 93 (E.D. Va. July 27, 2022). In this Settlement, Defendant has agreed to change its procedures to incorporate the data from that report, and to refrain from reporting results from any jurisdiction in which the

reported Visit Interval is more than 60 days. (SA, Ex. A.) Plaintiffs' agreement with TURSS goes beyond the relief achieved in *Stewart* which did not require LexisNexis's customers to take any specific actions based on the Visit Interval reports. The relief here addresses TURSS's failure to report subsequent developments in Landlord-Tenant actions and ensures that consumers receive the benefit of resolutions reached with their landlords on their consumer reports.

The Parties reached an agreement in principle on the class claims in April 2022 and continued to work diligently to resolve those named plaintiffs who would settle individually, to refine the details of the injunctive relief, and to identify additional data that TURSS would need to compile to facilitate sending class notices after approval. (Drake Decl. ¶ 10.) All substantive elements of the class resolution were agreed upon before the Parties began negotiating the individual settlements. (*Id.*) If approved, and in combination with the individual settlements that have already been achieved, the Settlement resolves this action in its entirety, including all thirteen (13) different class and individual matters in this Court when the CAC was filed. (ECF No. 81.)

### **III. SETTLEMENT TERMS**

The Rule 23(b)(2) aspect of the Settlement provides substantial injunctive relief that will improve TURSS's practices for matching Criminal Records to



consumers and will ensure that TURSS reports the up-to-date status of Landlord-Tenant Records. This will benefit hundreds of thousands of consumers nationwide while *preserving* those consumers' right to bring individual claims for damages. The Rule 23(b)(3) Settlement establishes a common fund of \$11.5 million to compensate consumers for inaccurate reporting of Criminal and Landlord-Tenant Records.

**A. The 23(b)(2) Settlement Provides Significant Injunctive Relief**

The Rule 23(b)(2) Settlement Class includes all individuals in the United States about whom TURSS reported a Criminal Record and/or Landlord-Tenant Record to a third party before the Injunctive Relief Termination Date. (SA ¶ 25.) All Named Plaintiffs are members of the Rule 23(b)(2) Settlement Class. (SA § B.IV, Ex. A.) For Criminal Records, TURSS will implement procedures that only allow a Criminal Record to be matched to a consumer if there is a match on name *and* a match on date of birth, address, or Social Security Number. (*Id.*) For Landlord-Tenant Records, TURSS will re-format its reporting so that records relating to a single legal proceeding between a landlord and tenant are grouped together appropriately. TURSS will also not report Landlord-Tenant Records unless those Records are updated at the source at least every sixty (60) days. (*Id.*) This ensures that dispositions and docket updates will be captured on a regular basis. These important procedural changes directly address Plaintiffs' claims regarding the

mismatching of Criminal Records to consumers and TURSS's failure to capture complete and accurate statuses of Landlord-Tenant Records.

In exchange for these benefits, the Rule 23(b)(2) Settlement Class Members will release only their procedural right to bring new *class action* claims arising on or before the Injunctive Relief Termination Date that relate to the alleged conduct at issue – TURSS's reporting of out-of-date Landlord-Tenant Records because the reported Records did not include satisfactions, appeals, vacatur, dismissals, withdrawals, or other favorable dispositions, TURSS's reporting of multiple Landlord-Tenant Record items that pertain to a single proceeding that may inaccurately indicate the existence of more than one such proceeding, or claims related to TURSS's misattribution of a Criminal Record. (SA § B.VI.) Class Members will retain the right to bring individual claims they have against TURSS that pertain to these issues, including claims for actual damages, punitive damages, statutory damages, and attorneys' fees and costs. (*Id.*)

**B. The Rule 23(b)(3) Settlement Provides Substantial Monetary Relief**

Members of the Rule 23(b)(3) Settlement Class are eligible to receive payments from an \$11,500,000 Settlement Fund. The Settlement Class's membership is based on data, and includes five groups of consumers who can be identified from TURSS's and other available data as having had false information

reported about them to third parties. (SA ¶ 30.) Specifically, the groups are:

- (i) all individuals about whom TURSS reported a Criminal Record to a third party between November 7, 2016 and January 1, 2022 when TURSS had in its possession information about the age of the offender in the record and where such age information indicated that the offender was older than the subject of the report based on the subject of the report's date of birth at the time of the report (the "Age Mismatch Group");
- (ii) all individuals about whom TURSS reported a Criminal Record to a third party between May 14, 2019 and January 1, 2022, where at least one of the Criminal Records included in the report were derived from any jurisdiction in California, Florida, Texas, or Utah and did not contain a date of birth, Social Security Number, or street address associated with the criminal record (the "State Criminal Group");
- (iii) all individuals about whom TURSS reported a Landlord-Tenant Record to a third party between May 14, 2019 and January 1, 2022 from any jurisdiction in Virginia or Pennsylvania but where subsequent review of public records by Class Counsel shows that TURSS did not report a satisfaction, appeal, vacatur, dismissal, withdrawal, or other favorable disposition of such record that was recorded in the jurisdiction's public docket at least sixty (60) days prior to the date of the TURSS report containing such Landlord-Tenant Record (the "State Eviction Group");
- (iv) all individuals from whom TURSS has a record of receiving a dispute between May 14, 2019 and January 1, 2022 related to TURSS's reporting of a Landlord-Tenant Record that TURSS categorized as "action date dispute," "case type/outcome dispute," "judgment amount dispute," or "other," and where the resolution was categorized as "data modified," "data removed," "data suppressed," or "no record available," (the "Eviction Disputes Group");
- (v) all individuals from whom TURSS has a record of receiving a dispute between May 14, 2021 and January 1, 2022 related to TURSS's reporting of a Criminal Record that TURSS categorized as "record does not match," and where the resolution was categorized as "data suppressed," (the "Criminal Disputes Group").

The Settlement requires Defendant to produce to Class Counsel all data necessary to identify Class Members on or before February 28, 2023. (SA § C.II.A.) Class Counsel and Defendant then have 59 days to reach agreement on the composition of the Class List. (*Id.*) Once the Class List is agreed, the Parties will notify the Court and ask the Court to set a date for a final approval hearing.<sup>4</sup>

Payments to Rule 23(b)(3) Class Members have been calibrated to reflect the relative seriousness of the consequences of TURSS's conduct, with Class Members who were subject to misreporting of felonies and sex offenses, or who disputed their Criminal Records, receiving higher payments than those who were subject to misreporting of misdemeanors, lower-level offenses, or eviction records. (Drake Decl. ¶ 11.) These allocations are appropriate given that the Groups with higher shares had either (a) worse crimes misattributed to them, or (b) made the effort to dispute at the time the report was issued (SA § C.V):

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<sup>4</sup> As set forth in Section C.II.A of the Agreement, creation of the Class List will occur after TURSS produces agreed upon data and Class Counsel has reviewed such data to determine both who satisfies the criteria for inclusion in the Rule 23(b)(3) Class and demarcates offense levels to determine the allocation of settlement shares. The Agreement sets deadlines for the production of data and agreement on the Class List. (*Id.*) However, the Parties may be able to agree on the Class List before the deadlines required by the Agreement and therefore respectfully request that the Court refrain from setting a final approval hearing date now, as any such date would have to be based on the latest possible date for establishment of the Class List. By refraining from setting a Final Approval Hearing date now, the Court will enable the Settlement to be finalized sooner than required by the Agreement.

| Group  | Settlement Shares |
|--|-------------------|
| Age Mismatch (Felonies and Sex Offenses); State Criminal Record Valid Claimants (Felonies and Sex Offenses); Criminal Disputes                                       | 10                |
| Age Mismatch (Misdemeanors, Non-Felonies, Non-Sex Offenses); State Criminal Record Valid Claimants (Misdemeanors, Non-Felonies, Non-Sex Offenses); Eviction Disputes | 2                 |
| Evictions Group  | 1                 |

The final payment per Class Member will depend on the number of valid claims submitted, the precise number of Class Members identified in each Group, and the amount of attorneys' fees and administrative costs awarded. Plaintiffs' counsel has estimated the class sizes based on the data samples provided during discovery. Based on those class size estimates, Class Counsel estimates that each settlement share, net of all requested attorneys' fees and costs, will be worth between \$40 and \$80, meaning each Class Member will receive between \$40 and \$800, depending on their Group.

Members of all Groups other than the State Criminal Group will receive payments automatically, without the need to return a Claim Form.<sup>5</sup> Members of the State Criminal Group will need to submit a Claim Form confirming that TURSS

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<sup>5</sup> Members of the Age Mismatch Group will not be required to submit a Claim Form to receive a payment. However, if they believe they are eligible to receive more than they have been allocated, they can file a Claim Form seeking a review of Class Counsel's determination as to whether the Criminal Record that was misattributed to them was for a felony, sexual offense, or misdemeanor. (SA § C.II.D.)

falsely attributed a Criminal Record to them. (SA § C.II.D.) The Claim Form (or a link thereto) will be included with the Mail and Email Notice to members of the Rule 23(b)(3) State Criminal Group and will be available for online submission on the Settlement Website. Class Members may request to learn what TURSS reported about them, and the Settlement Administrator will respond within three days. (*Id.*)

Within 60 days following the passing of the Rule 23(b)(3) Claims Deadline, Class Counsel will review all claims for validity. (*Id.*) This review will require Class Counsel to review all records provided by the claiming Settlement Class Member, as well as publicly available records relating to the offense included on the Settlement Class Member's report. Based on such review, Class Counsel shall confirm whether the available public records contain a date of birth, Social Security Number and/or address that indicates the reported record belongs to the claiming Class Member. In the absence of any such public record, the claim shall be deemed valid.<sup>6</sup> Class Counsel will then provide a list of State Criminal Group members with valid claims, and Age Mismatch Group members with valid enhanced payment requests. Defendant will have 14 days to challenge the inclusion of any State Criminal Group Class Member on the list by producing a publicly available record

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<sup>6</sup> Class Counsel will also conduct a review of claims submitted by the Age Mismatch Group as to whether the qualifying offense was a felony or sex offense. (*Id.*)

showing that the record reported by TURSS was correctly attributable to that Class Member. Without that information, however, the claim shall be deemed valid. (*Id.*)

Rule 23(b)(3) Class Members will release all claims that were or could have been asserted in the Litigation under the FCRA or any state equivalent relating to the accuracy of TURSS's reporting of Criminal Records or Landlord-Tenant Records. (SA § C.VI.) Because the release of claims associated with the Settlement is limited to certain kinds of claims, and because TURSS and TransUnion seek a full release of claims from each of the Named Plaintiffs (including for claims not settled in the Settlement, such as disclosure claims pursuant to 15 U.S.C. § 1681g) the Named Plaintiffs have also reached an agreement to provide Defendant a general release of all claims not encompassed in the Settlement. The amount TURSS and TransUnion will pay for these general releases will be determined through an arbitration that shall take place after final approval. (SA § C.VI.D.)

### **C. The Notice Plan is Robust**

The Settlement requires publication notice to the Rule 23(b)(2) Class<sup>7</sup> through

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<sup>7</sup> Neither Rule 23 nor Due Process requires *any* notice to a class certified pursuant to Rule 23(b)(2). Fed. R. Civ. P. 23(c)(2)(A); Fed. R. Civ. P. 23 advisory comm. note (2003 Am.) (explaining that “[t]he authority to direct notice to class members in a (b)(1) or (b)(2) class should be exercised with care” because there is no right to request exclusion and because of the potentially “crippl[ing]” cost of providing notice). The Parties’ proposed notice plan far exceeds any legal requirement.

the Settlement Website, online digital advertisements, and a toll-free phone number. (SA ¶ 22.) For the Rule 23(b)(3) Class, the Settlement requires direct notice, which shall be accomplished through both postal mail *and* email, as well as the Settlement Website, Internet Notice, and toll-free number. (*Id.* ¶ 27.) The Parties' proposed Settlement Administrator, JND Legal Administration, was selected only after Class Counsel solicited competitive bids from several reputable notice administrators. (Drake Decl. ¶ 12.) JND is highly qualified to administer notice in this case and has been responsible for successful administration of some of the largest class action and FCRA settlements in the United States, including the Equifax Data Breach Settlement in this District (*In re: Equifax Inc. Customer Data Security Breach Litig.*, No. 17-md-2800 (N.D. Ga.)). (*See generally* Declaration of Jennifer Keough ("Keough Decl."); ¶ 7.)

1. Settlement Website and Toll-Free Phone Number

For both Classes, the Settlement Administrator will obtain and administer a Settlement Website, with a home page that contains general information about the overall settlement structure and enables visitors to obtain specific information about the relief afforded to both Rule 23(b)(2) and Rule 23(b)(3) Settlement Class Members. (SA § A.II.) The Settlement Website will include copies of all pertinent pleadings in this matter, including the CAC, the Preliminary Approval Motion and



Order, the Settlement Agreement, the forthcoming motion for attorneys' fees and costs, and a section for frequently asked questions and procedural information regarding the deadline for objections for both Classes, the deadline for opt-outs and Claims for (b)(3) Class Members, the status of the Court-approval process, and the date of the final approval hearing. (*Id.*) After final approval is granted, a copy of the Final Approval Order and the Injunctive Relief Order will also be posted. (*Id.*)

The Settlement Website will also include a feature by which Rule 23(b)(3) Class Members can request information about the public records Defendant reported about them that led to their inclusion in the Settlement Class. This will assist State Criminal Group and Age Mismatch Group Class Members in determining if they can or should submit a claim. The Settlement Administrator will use information derived from the Class List and respond to all Settlement Class Members who make such a request through the Settlement Website within 3 business days. (*Id.*)

The Settlement Administrator will also implement a toll-free telephone number. (*Id.* § A.III.) The toll-free number will incorporate interactive voice response ("IVR") and will provide callers with recorded information about the Settlement in both English and Spanish. The menu will allow callers to select to hear either Rule 23(b)(2)-specific information or Rule 23(b)(3) information and will also allow Class Members to request a return phone call from the Settlement

Administrator or a copy of the information about the public record(s) Defendant reported about them that led to their inclusion in the Settlement Class.<sup>8</sup> (*Id.*)

2. Rule 23(b)(2) Settlement Class Internet Notice

For the Rule 23(b)(2) specific Notice, the Administrator will purchase digital advertisements on Google Display Network, Facebook, and Instagram, targeting adult renters, to direct them to the Settlement Website, where the Internet Notice will be posted on the (b)(2) specific section. (SA § B.III.; Keough Decl. ¶¶ 15, 23-32.) The Administrator expects this notice campaign to deliver approximately 156 million impressions, easily reaching approximately 70% of the potential (b)(2) Settlement Class Members. (Keough Decl. ¶¶ 27, 53.)

3. Rule 23(b)(3) Settlement Class Direct Notice

Once the Parties have agreed on the Class List, the Class List will be transmitted to the Settlement Administrator. The Administrator shall use publicly available databases to obtain the most up-to-date mailing address information for all Rule 23(b)(3) Settlement Class Members. (Keough Decl. ¶ 36.) The Administrator will also use publicly available databases to identify email addresses for Rule 23(b)(3) Settlement Class Members. (*Id.* ¶ 37.) The Administrator will then send

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<sup>8</sup> The Settlement Administrator will also, on behalf of TURSS, serve notice of the settlement in a form that meets the requirements of the Class Action Fairness Act of 2005 (“CAFA”), 28 U.S.C. § 1715. (SA § A.IV.)

Notice via U.S. mail, postage paid, requesting either forwarding service or change service, to each Rule 23(b)(3) Settlement Class Member on the Class List. The Settlement Administrator will *also* send Notice by email to all Rule 23(b)(3) Settlement Class Members for whom an email can be located. (*Id.* ¶ 34.) For up to forty-five (45) days following the mailing of the Notice, the Administrator will re-mail Notices to updated addresses received via address change notifications from the U.S. Postal Service. (*Id.* ¶ 36.) The Settlement Administrator may also send reminder notices via mail and email to members of the Rule 23(b)(3) Settlement Class who are eligible to make claims. (SA § C.II.C.)

The direct Notices sent to Rule 23(b)(3) Class Members will indicate for them what Group they fall into based on Defendant's records, and the attendant rights and deadlines by which to exercise them. (SA, Exs. F, H.) The Notice to those in the State Criminal and Age Mismatch Groups will include a business reply postcard Claim Form. (*Id.*, Ex. F.) For all Groups, there will be instructions on how to request the public records TURSS reported on them from the Settlement Administrator. (*Id.*) Claimants will have the opportunity to submit documentation in support of their claim if they wish. (*Id.*)

#### **D. Opt-Outs & Objections**

Because it is an injunctive relief only class, Rule 23(b)(2) Settlement Class

Members may not opt out of the Settlement. They will, however, have the opportunity to object (SA § B.V), and instructions and deadline by which to do so will be posted clearly on the Settlement Website, and in the Internet Notice (SA, Ex. E). The same information will be available through the toll-free phone number. The Rule 23(b)(3) Settlement Class will have the opportunity to exclude themselves or to object. (SA §§ C.III, IV.) Instructions and the deadlines by which to do so are included in the direct Notice (SA, Exs. F, H), and will be posted clearly on the Settlement Website, and noted on the Website and the toll-free phone number.

**E. Contemplated Attorneys' Fees and Costs**

The Settlement contemplates Class Counsel petitioning the Court for approval of payment of attorneys' fees in the amount of one-third of the Settlement Fund (\$3,833,333) for its work on behalf of both Classes. (SA § A.VI.) It also contemplates that Class Counsel will request reimbursement for out-of-pocket expenses. (*Id.*) Both of these amounts would be paid from the Settlement Fund if approved and will be previewed for the Class Members on all forms of the Notice. Class Counsel will formally petition the Court for these amounts thirty (30) days prior to the Rule 23(b)(3) Opt-Out & Objections Deadline and the Rule 23(b)(2) Objections Deadline, and the motion will be posted promptly to the Settlement Website for Class Members to review. Approval of the Settlement is not contingent

upon any requested fees or costs being approved. Additionally, neither fees nor costs were discussed or negotiated until the Classes' relief was agreed upon. (SA § A.VI; Drake Decl. ¶ 10.)

#### **IV. ARGUMENT**

##### **A. The Settlement Classes Should Be Certified**

The Settlement contemplates the certification of the Settlement Classes for settlement purposes only. Even a class certified for settlement purposes must satisfy the requirements for class certification pursuant to Rule 23. The proposed Settlement Classes here meet the prerequisites for certification under Rule 23.

##### 1. The Prerequisites of Rule 23(a) Are Met

Under Federal Rule of Civil Procedure 23(a), a class may be certified only when (1) the class is so numerous that joinder of all members is impracticable; (2) there are questions of law or fact common to the class; (3) the claims or defenses of the representative parties are typical of the claims or defenses of the class; and (4) the representative parties will fairly and adequately protect the interests of the class.

##### *a. Numerosity*

Federal Rule of Civil Procedure 23(a)(1) requires a proposed class be “so numerous that joinder of all members is impracticable.” This is a “generally low hurdle.” *Vega v. T-Mobile USA, Inc.*, 564 F.3d 1256, 1267 (11th Cir. 2009). “[T]he

general rule of thumb in the Eleventh Circuit is that ‘less than twenty-one is inadequate, more than forty adequate.’” *C-Mart, Inc. v. Metropolitan Life Ins. Co.*, 299 F.R.D. 679, 689 (S.D. Fla. 2014) (quoting *Cox v. Am. Cast Iron Pipe Co.*, 784 F.2d 1546, 1553 (11th Cir. 1986)). In this case, where the Rule 23(b)(2) Settlement Class is estimated to be in the hundreds of thousands, and the Rule 23(b)(3) Settlement Class is estimated to be approximately 90,000, both well over forty, there is no question that the numerosity requirement is met.

*b. Commonality*

A proposed class satisfies the “commonality” requirement “if there are questions of fact and law which are common to the class.” Fed. R. Civ. P. 23(a)(2). It is not necessary that all issues be common to the class, but rather only that there be at least one common issue. *Roundtree v. Bush Ross, P.A.*, 304 F.R.D. 644, 659 (M.D. Fla. 2015). Commonality can be found in FCRA settlements that include both Rule 23(b)(2) and 23(b)(3) classes. *Berry v. LexisNexis Risk & Info. Analytics Grp., Inc.*, No. 11-754, 2014 WL 4403524 (E.D. Va. Sept. 5, 2014), *aff’d sub nom. Berry v. Schulman*, 807 F.3d 600 (4th Cir. 2015).

Here, members of both Settlement Classes share common questions of law and fact. All Settlement Class Members are alleged to be the subjects of TURSS’s unreasonable practices. Specifically at issue are TURSS’s Criminal Record

matching procedures and its failure to update Landlord-Tenant Records to reflect events subsequent to the initial filing. Defendant's Criminal Record matching procedures were automated, and each member of the Class was subjected to the same algorithmic procedure. The reasonableness of this automated procedure is a common question.

On eviction records, Defendant relies upon a single data vendor to obtain eviction records and reported eviction records under the same set of automated procedures with respect to all Class Members. Plaintiffs allege that these automated procedures failed to properly ensure that Defendant reported up-to-date developments on the eviction dockets, making the reasonableness of those procedures a common question for the Class.<sup>9</sup>

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<sup>9</sup> Two of the Groups included in the 23(b)(3) Class are limited to individuals with records reported from certain states: the State Criminal Group (California, Florida, Texas, or Utah) and the State Eviction Group (Virginia or Pennsylvania). These states were selected for various reasons after Plaintiffs' extensive review of public records and Defendant's procedures and data. The reasons for selecting these states include whether they were states from which Plaintiffs' records were reported, whether they are states where Plaintiffs' review of Defendant's data found significant errors and whether they are states where public records containing personal identifiers are available to evaluate class membership and the validity of claims submitted.

Additionally, two of the Groups included in the 23(b)(3) Class are limited to individuals who filed successful disputes with Defendant about their reports (the Eviction Disputes Group and Criminal Disputes Group). These individuals are identified by the presence of certain terms in their dispute records which indicate that (1) their dispute was about the subject matter of this case (that is, a Criminal

Whether Defendant’s policies were “reasonable procedures to assure maximum possible accuracy” as required by the FCRA, 15 U.S.C. § 1681e(b), is thus a common question. *Patel v. Trans Union, LLC*, 308 F.R.D. 292, 304 (N.D. Cal. 2015) (“[c]ommonality exists here. Several common questions define and drive this lawsuit. The most central questions include [ ] were there reasonable procedures in place (here, the name-only logic) to ensure the maximum possible accuracy of the information?”); *Clark/Anderson v. Trans Union, LLC*, No. 16-cv-558, ECF 127 (E.D. Va. March 23, 2018) (certifying class for settlement purposes and finding common questions where class claim was under 15 U.S.C. § 1681e(b)); *Clark v. Experian Info. Sols., Inc.*, No. 16-cv-00032, ECF No. 131 (E.D. Va. Sept. 21, 2018) (same); *Thomas v. Equifax Info. Services, LLC*, No. 18-cv-00684, ECF No. 43 (E.D. Va. May 29, 2019) (same); *Feliciano v. CoreLogic, LLC*, No. 17-5507, 2019 WL 3406593, at \*6 (S.D.N.Y. July 29, 2019) (“whether defendant followed reasonable procedures to ensure [ ] accuracy” is common question).

Further, whether any such violations were willful under 15 U.S.C. § 1681n is a common question for the Rule 23(b)(3) Settlement Class. *Rivera v. Equifax Info.*

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Record or an Eviction Record, and (2) their dispute resulted in a change to Defendant’s reporting about them – indicating an error in Defendant’s initial reporting. Because these individuals’ reports included errors of the same type as those of the Class Members in the other Groups, common questions of fact and law exist for them as well.



*Services, LLC*, 341 F.R.D. 328, 346 (N.D. Ga. 2022) (“[W]hether Equifax’s violation of [FCRA provision] is willful constitutes a legal issue common to the class that properly is resolved on a class-wide basis.”). Accordingly, the commonality requirement is satisfied.

*c. Typicality*

“The claim of a class representative is typical if the claims or defenses of the class and the class representative arise from the same event or pattern or practice and are based on the same legal theory.” *Williams v. Mohawk Indus., Inc.*, 568 F.3d 1350, 1357 (11th Cir. 2009) (quotation omitted). “The typicality requirement may be satisfied despite substantial factual differences when there is a strong similarity of legal theories.” *Id.* (internal quotation and modifications omitted).

Here, there is a strong link between Plaintiffs’ claims and those of absent class members in both Settlement Classes because Plaintiffs allege that Defendant’s practices violated the FCRA by willfully failing to employ reasonable procedures to assure the maximum possible accuracy of the information it reported on class members. *See* 15 U.S.C. § 1681e(b). Plaintiffs’ success on essential elements of these claims would advance the claims of the members of the Classes. As a result, typicality is satisfied. *See, e.g., Patel*, 308 F.R.D. at 305 (“[Plaintiff] does more than allege a violation of the same provision of law. The conduct [Plaintiff] challenges

was not unique to any plaintiff; rather the plaintiff and the class suffer injury from the same course of conduct...There appear to be no claims that the named plaintiff brings that class members cannot bring, or vice versa.”) (quotations omitted).

All Plaintiffs and members of the Classes challenge the reasonableness of Defendant’s automated rules and standard processes for eviction and criminal record reporting, creating common questions. *Rivera*, 341 F.R.D. at 333 (“[Plaintiff]’s experience was not unique; it was typical.” In its dealings with the plaintiff, defendant’s “representatives and systems worked according to plan and in keeping with [defendant’s] policy.”) (internal quotation omitted); *see also Clark/Anderson v. Trans Union, LLC*, No. 16-cv-558, ECF 127 (E.D. Va. March 23, 2018) (certifying class for settlement purposes and finding typicality satisfied as to plaintiffs’ claims under 15 U.S.C. § 1681e(b)); *Clark v. Experian Info. Sols., Inc.*, No. 16-cv-00032, ECF No. 131 (E.D. Va. Sept. 21, 2018) (same); *Thomas v. Equifax Info. Services, LLC*, No. 18-cv-00684, ECF No. 43 (E.D. Va. May 29, 2019) (same).

*d. Adequacy*

Plaintiffs and their Counsel are qualified to fairly and adequately represent the Settlement Classes as required by Federal Rule of Civil Procedure 23(a)(4). Plaintiffs understand and have accepted the obligations of a class representative, with certain of the Plaintiffs having responded to written discovery and produced

documents, Plaintiff Hall having prepared and sat for his deposition, and each of them having reviewed and approved of the Settlement Agreement. Further, Plaintiffs have retained Counsel who are experienced in consumer protection class actions, and in FCRA actions in particular. Indeed, this Court has already found Counsel to meet its criteria for Interim Class Counsel, including “willingness and ability to commit to a time-consuming process,” and “professional experience in this type of litigation.” (ECF No. 27.)

Plaintiffs’ counsel respectfully submits that there is no group of lawyers with a deeper knowledge level and more relevant experience to represent the interests of Plaintiffs and the Classes. In approving Berger Montague PC, Kelly Guzzo PLC, and Consumer Litigation Associates, P.C. as class counsel, Judge David J. Novak described them as “the all-star team of consumer litigation.” *Turner v. Zestfinance, Inc.*, No. 19-cv-293 (E.D. Va.). Other judges likewise have recognized all four of the appointed firms’ and attorneys’ quality and skill in consumer class-action litigation, and in FCRA litigation in particular. The four lead firms here were all involved in the landmark Public Records Litigation and earned accolades from the court there as well. *See, e.g., Clark v. Trans Union, LLC*, 15-391, 2017 WL 814252, at \*13 (E.D. Va. 2017) (collecting cases and stating “This Court has repeatedly found that [proposed Class Counsel] is qualified to conduct such litigation. . . . This Court

echoes the sentiments previously stated about [proposed Class Counsel] because they pertain here with equal vigor.” (citations omitted)). *See also generally* Drake Decl.; Declaration of Len Bennett (“Bennett Decl.”); Declaration of Kristi Kelly (“Kelly Decl.”); Declaration of James Francis (“Francis Decl.”).

Berger Montague PC, previously appointed Interim Lead Counsel here, has led many of Plaintiffs’ efforts in this matter. 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. (Drake Decl. Ex. 2.) E. Michelle Drake, Executive Shareholder, has served as lead, or co-lead counsel in numerous notable consumer protection matters, including but not limited to: *Gambles v. Sterling Info., 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: Am. Med. 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); *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).

Finally, the Khayat Law Firm has served graciously as local counsel. The Khayat Firm is a well-established firm in this District, with its President, Robert C. Khayat, having significant experience in complex litigation and a sterling reputation (*see generally* ECF No. 13-7). Plaintiffs and their Counsel have no interests antagonistic to the Classes and are unaware of any apparent or actual conflicts.

## 2. The Rule 23(b)(2) Settlement Class Satisfies the (b)(2) Requirements

If the requirements of Rule 23(a) are met, the proposed class must then fall into one of the categories of 23(b) to warrant certification. Here, the Rule 23(b)(2) Settlement Class is an injunctive relief only settlement class, which applies 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 . . . is appropriate respecting the

class as a whole.” Fed. R. Civ. P. 23(b)(2). The “key to the (b)(2) class is the indivisible nature of the injunctive or declaratory remedy warranted.” *Wal-Mart Stores, Inc. v. Dukes*, 564 U.S. 338, 360 (2011).

The Rule 23(b)(2) Settlement Class’s claim is that Defendant’s reporting practices for Criminal and Landlord-Tenant Records violated the FCRA’s “reasonable procedures” requirement. 15 U.S.C. § 1681e(b). The Settlement treats all Rule 23(b)(2) Settlement Class Members alike in granting them the substantial benefits of the injunctive relief practice changes. Protecting the Class Members from inaccurate reporting by Defendant through these procedure changes is an effective way to provide direct relief by making it less likely they are subject to an inaccurate report from Defendant in the future. While Defendant maintains that it has always been in compliance with the FCRA, the fact that the Settlement modifies Defendant’s conduct as to the Rule 23(b)(2) Settlement Class as a whole makes it appropriate for certification under Rule 23(b)(2). *Wal-Mart Stores*, 564 U.S. at 360.

Additionally, the Rule 23(b)(2) Settlement Class meets (b)(2)’s requirement that monetary relief be merely “incidental” to the injunctive relief provided, as the Settlement does not provide for monetary benefits for the Rule 23(b)(2) Class at all, unless such Class Members are otherwise Rule 23(b)(3) Settlement Class Members. The Rule 23(b)(2) Settlement Class retains the ability to bring individual claims for

actual damages, punitive damages, and attorneys' fee, and release only class action claims for statutory damages. This is incidental for purposes of Rule 23(b)(2). *Wal-Mart Stores*, 564 U.S. at 365; *see also Stewart*, 20-cv-00903, ECF No. 70 (E.D. Va. Feb. 25, 2022) (order certifying similar (b)(2) class for settlement purposes and finding that the defendants' practices concerning "the retrieval reporting and sale of [public records]" were generally applicable to the class, and that the "Agreement modifies Defendants' conduct as to the Rule 23(b)(2) Settlement Class as a whole mak[ing] it appropriate for certification" and the class's release of claims, similar to that here, was incidental to the injunctive relief).

### 3. The Prerequisites of Rule 23(b)(3) Are Met

In addition to satisfying the requirements of Rule 23(a), the Rule 23(b)(3) Settlement Class must also satisfy the predominance and superiority prerequisites of Fed. R. Civ. P. 23(b)(3). In evaluating these factors, the court may consider class members' interests in prosecuting their claims individually, the extent and nature of litigation, and the desirability of concentrating the litigation in the particular forum. Fed. R. Civ. P. 23(b)(3)(A)–(C). In the context of a classwide settlement, the court need not consider whether the case, if tried, would present difficult management problems. *Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 620 (1997). The applicable requirements are met here.

*a. Common Questions of Law or Fact Predominate*

When considering predominance, the core issue is “whether the proposed classes are sufficiently cohesive to warrant adjudication by representation.” *Amchem*, 521 U.S. at 623. Here, resolution of common issues of fact and law will not only promote the efficient adjudication of the matter, but it will also dispose of them entirely. Plaintiffs allege on behalf of the Rule 23(b)(3) Settlement Class that Defendant violated the FCRA by failing to follow reasonable procedures to assure maximum possible accuracy of the Criminal and Landlord-Tenant Records it was reporting, and that it did so willfully. *See* 15 U.S.C. §§ 1681e(b), 1681n. TURSS’s practices for collection and use of Criminal and Landlord-Tenant public record data are generally common to all members of the Rule 23(b)(3) Settlement Class. *See, e.g., Stewart*, No. 20-cv-00903, ECF No. 70 (E.D. Va. Feb. 25, 2022) (certifying (b)(3) settlement class regarding §1681e(b) claims, and finding common questions to predominate). Further, differences in damages, as well as differences in settlement recoveries, do not negate predominance. *See, e.g., Brown v. Electrolux Home Prods., Inc.*, 817 F.3d 1225, 1239 (11th Cir. 2016) (“[T]he presence of individualized damages issues does not prevent a finding that the common issues in the case predominate.”) (internal quotation omitted).

*b. A Class Action Is the Superior Vehicle for Adjudication*



To be certified, a class action must be “superior to other available methods for fairly and efficiently adjudicating the controversy.” Fed. R. Civ. P. 23(b)(3). Again, in the settlement context, the court need not address the manageability requirements of Rule 23(b)(3)(D). *Amchem*, 521 U.S. at 620. “Proper superiority analysis considers ‘the relative advantages of a class action suit over whatever other forms of litigation might be realistically available to the plaintiffs.’” *Dickens v. GC Servs. Ltd. P’ship*, 706 F. App’x 529, 537 (11th Cir. 2017). While the fact that a number of actions were consolidated into this MDL demonstrates that there were a handful of individuals motivated to bring suit against Defendant, the fact is that the vast majority of the members of the Classes did not do so – showing that a class action is the superior, and likely only, way in which these claims could be heard and resolved.

In a matter such as this, where the claims of all Rule 23(b)(3) Class Members are sufficiently similar and are based on a sufficiently similar common core of facts, it is clear that adjudicating this matter as a class action will achieve economies of time, effort, and expense, and promote uniformity of results. *See White v. E-Loan, Inc.*, No. 05-02080, 2006 WL 2411420, at \*9 (N.D. Cal. Aug. 18, 2006) (“[W]ithout class actions, there is unlikely to be any meaningful enforcement of the FCRA by consumers whose rights have been violated.”); *Singleton v. Domino’s Pizza, LLC*, 976 F. Supp. 2d 665, 677 (D. Md. 2013) (finding class action superior and

certification for settlement purposes justified “particularly in light of the relatively modest amount of statutory damages available under the FCRA”).

**B. The Settlement is Fair and Adequate**

A court may approve a settlement if the settlement “is fair, reasonable, and adequate.” Fed. R. Civ. P. 23(e)(2). *See Nelson v. Mead Johnson & Johnson Co.*, 484 Fed. Appx. 429, 434 (11th Cir. 2012) (“before approving a settlement, the district court must find that it is fair, adequate and reasonable and is not the product of collusion between the parties. Our judgment is informed by the strong judicial policy favoring settlement as well as by the realization that compromise is the essence of settlement.”) (internal quotations and citations omitted). It is well-established that there is an overriding public interest in settling litigation, and this is particularly true in class actions. *See In re Checking Account Overdraft Litig.*, 830 F. Supp. 2d 1330, 1341 (S.D. Fla. 2011) (quoting *In re Chicken Antitrust Litig. Am. Poultry*, 669 F.2d 228, 238 (5th Cir. 1982)) (Rule 23(e) analysis should be “informed by the strong judicial policy favoring settlements as well as the realization that compromise is the essence of settlement”). “Settlement agreements are highly favored in the law and will be upheld whenever possible because they are a means of amicably resolving doubts and uncertainties and preventing lawsuits.” *Checking Account Overdraft*, 830 F. Supp. 2d at 1341 (quoting *In re Nissan Motor Corp.*

*Antitrust Litig.*, 552 F.2d 1088, 1105 (5th Cir. 1977)). These considerations apply here. For the reasons set forth below, the Court should grant preliminary approval of the Settlement, and authorize the issuance of notice to the Settlement Classes.

Under Federal Rule of Civil Procedure 23, in determining whether to preliminary approve a settlement and direct that notice should be sent to the Settlement Classes, the Court should consider:

- (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);<sup>10</sup> and
- (D) the proposal treats class members equitably relative to each other.

Fed. R. Civ. P. 23(e)(2). These factors are not meant to “displace any factor” previously articulated in the caselaw, 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 adv. comm. notes. (2018). The Eleventh Circuit has articulated the following factors for consideration: (1) the

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<sup>10</sup> There are no such agreements here.

likelihood of success at trial; (2) the range of possible recovery; (3) the range of possible recovery at which a settlement is fair, adequate, and reasonable; (4) the anticipated complexity, length and expense of further litigation; (5) opposition to the settlement; and (6) the stage of the proceedings at the time of settlement. *See Faught v. Am. Home Shield Corp.*, 668 F.3d 1233, 1240 (11th Cir. 2011) (citing *In re CP Ships Ltd. Sec. Litig.*, 578 F.3d 1306, 1315 (11th Cir. 2009)).

Here, the Settlement is fair, reasonable, and adequate and notice should be directed to the Settlement Classes.

1. The Settlement Is the Product of Serious, Informed, Non-Collusive Negotiations

As recounted above, the Settlement in this case was the result of arms' length negotiations facilitated by an experienced and well-respected mediator including four full day mediation sessions over the span of a year, accompanied by detailed data and record review and analysis, as well as multiple depositions of Defendant's representatives. (Drake Decl. ¶¶ 4-10.) The Parties reached this global resolution from informed positions. This supports approval. *See, e.g., Begley v. Ocwen*, 2017 WL 11672899, \*4 (N.D. Fla. Nov. 22, 2017) (settlement was result of "serious, informed, non-collusive, arm's-length negotiations," where "negotiations were protracted, extending over a nearly six month period of time during which the parties participated in three formal mediation sessions, exchanged numerous rounds of

informal discovery, and conducted extensive data and legal analysis.”).

Further, both sides were represented by experienced and able counsel, and the negotiations were overseen by a well-respected mediator. This further supports approval. *See, e.g., Perez v. Asurion*, 501 F. Supp. 2d 1360, 1384 (S.D. Fla. 2007) (granting final approval, noting reputation and experience of mediator and counsel).

2. The Settlement Is Well Within The Range of Approval As Compared to Other Settlements and Litigation Risks

The Settlement in this case is impressive considering the range of possible recoveries, the number of hurdles before final judgment, the significant uncertainties of litigation, and Defendant’s intent to vigorously defend the case.

Plaintiffs filed their claims seeking statutory damages under the FCRA, which provides for between \$100 and \$1000 for each willful violation. 15 U.S.C. § 1681n(a)(1). The FCRA itself does not provide any guidance in choosing the appropriate recovery for a violation, *see* 15 U.S.C. § 1681n(a)(1), but in determining the amount of damages to impose, courts have looked to “the importance, and hence the value, of the rights and protections” at issue in the case. *Ashby v. Farmers Ins. Co. of Oregon*, 592 F. Supp. 2d 1307, 1318 (D. Or. 2008); *In re Farmers Ins. Co.*, 741 F. Supp. 2d 1211, 1224 (W.D. Okla. 2010). A proposed recovery need not approach the potential maximum recovery in order to warrant approval. *See City of Detroit v. Grinnell Corp.*, 495 F.2d 448, 455 n. 2 (2d Cir. 1974) (“[T]here is no

reason, at least in theory, why a satisfactory settlement could not amount to a hundredth or even a thousandth part of a single percent of the potential recovery.”), *abrogated on other grounds by Goldberger v. Integrated Res., Inc.*, 209 F.3d 43 (2d Cir. 2000).

Class settlements must be analyzed in light of both general litigation risks, but also in light of specific risks faced in the underlying case. Plaintiffs in this case faced numerous risks, including specific risk of not prevailing on their allegation that Defendant’s conduct was “willful.” The FCRA is not a strict liability statute. Instead, to recover, a plaintiff must show the defendant acted negligently or willfully. But where the defendant’s violation was only negligent, recovery is limited to actual damages. *See* 15 U.S.C. §§ 1681n(a)(1), 1681o(a)(1). To recover statutory damages, Plaintiffs would have had to prove both a violation of the FCRA and willfulness. Willfulness is usually a question of fact. At least one court has held it requires plaintiff to show the defendant acted in “conscious disregard” of its obligations. *Dalton v. Capital Associated Indus.*, 257 F.3d 409, 417-18 (4th Cir. 2001). As to Criminal Records, Defendant is a sophisticated company that used a complex matching algorithm developed by professionals for its matching procedures. As to Landlord-Tenant records, Defendant relied on LexisNexis, undoubtedly the industry leader in the provision of civil public records. Defendant vigorously maintained the

reasonability of its procedures, and would have advocated equally vigorously that any violations were merely negligent, not willful. Given the high bar for willfulness, Plaintiffs undoubtedly faced risk on this issue.

In light of these risks, the Settlement represents a substantial accomplishment, particularly in terms of the real-world value it provides to Class Members. First, the Settlement's provision of prospective relief is notable because, despite the critical importance of policy changes to consumers who often care as much about ensuring the problem does not recur as they do about obtaining monetary relief, injunctive relief may not have been available had plaintiffs chosen to litigate rather than settle. *See Hamilton v. DirecTV, Inc.*, 642 F. Supp. 2d 1304, 1305 (M.D. Ala. 2009) (citing cases holding private plaintiffs cannot obtain injunctive relief under the FCRA).

This Settlement solves problems at their source. In a separate settlement, LexisNexis agreed to routinely report how often it updates its records from each jurisdiction to each of the entities to whom it sells Landlord-Tenant Records. *Stewart*, No. 20-cv-00903, ECF No. 93 (E.D. Va. July 27, 2022). In this Settlement, Defendant has agreed to *use* that report and to cease reporting results from any jurisdiction with a reported Visit Interval of more than 60 days. (SA, Ex. A.). Plaintiffs' agreement with TURSS thus expands the reach of the relief achieved in *Stewart*, and addresses Plaintiffs' concern regarding TURSS's failure to report

subsequent developments in Landlord-Tenant actions. These process changes will protect the (b)(2) Settlement Class Members, who were or are renters, from inaccurate reporting by Defendant, one of the dominant players in rental screening, in the future. The Settlement's agreed changes to TURSS's matching and reporting procedures will also prevent Class Members from being wrongly labeled as criminals or repeat evictees.

In terms of the monetary relief provided, the Settlement is well in line with settlements involving similar claims. *See, e.g. Henderson v. Axiom Risk Mitig., Inc.*, No. 12-cv-589 (approving FCRA settlement where everyone received \$35.25 while those who disputed or submitted claims received up to \$8,000); *Patel v. Trans Union, LLC*, No. 14-00522, 2018 WL 1258194, at \*5 (N.D. Cal. Mar. 11, 2018) (approving FCRA settlement under §1681e(b) claims where everyone received \$400 and could make a claim for further damages); *Ryals v. HireRight Solutions, Inc.*, No. 09-625, ECF No. 127 (E.D. Va. Dec. 22, 2011) (approving FCRA settlement for inaccurate criminal record reporting providing \$15-\$200 per class member); *Dougherty v. QuickSIUS, LLC*, No. 15-06432, ECF No. 66 (E.D. Pa. May 31, 2018) (approving FCRA settlement under § 1681e(b) with payments of \$419 to some class members, and payments of \$104 to those who submitted a claim form).

Viewed in the context of the significant litigation risks faced, Defendant's



defenses and anticipated motion practice, as well as the substantial delay and costs that Settlement Class Members would have experienced in order to receive proceeds from an adversarially-obtained judgment, not to mention the judicial resources required, this Settlement is in the best interests of the Named Plaintiffs and the Settlement Class Members and should be approved.

3. The Settlement Appropriately Allocates Relief

For the Rule 23(b)(2) Class, all Class Members will receive equal benefit of the injunctive relief. For the Rule 23(b)(3) Class, all Settlement Class Members have an opportunity to receive a payment from the Settlement Fund. The distinctions made between Groups of (b)(3) Class Members – in that some Class Members are entitled to automatic payments, and some must submit a simple claim form– is not preferential treatment, but the most rational way to fairly administer the Fund: some Class Members’ entitlement to relief is apparent from Defendant’s data, some require additional information to substantiate. For the State Criminal Group, the Parties require more information to determine whether a Record was a mismatch or not. Providing these Class Members with an opportunity to certify that they in fact were subject to an inaccurate Criminal Record reporting, while also providing them an opportunity to request the records to help them make an informed attestation, is a fair and appropriate method to determine whether certain Class Members are

entitled to payment. Similar attestations have been approved in other settlements, including FCRA settlements. *See, e.g., In re WorldCom, Inc. Sec. Litig.*, No. 02-3288, 2004 WL 2591402, \*12 (S.D.N.Y. Nov. 12, 2004) (requiring claim form was “important in helping to insure that the settlement fund is distributed to class members who deserve to recover from the fund”); *Thomas v. Backgroundchecks.com*, No. 13-29, ECF No. 115 (E.D. Va. Aug. 11, 2015) (final approval of FCRA settlement with some class members eligible to receive additional payments by asserting certain harm); *Ridenour v. Multi-Color Corp., Sterling Infosystems, Inc.*, No. 15-41, ECF No. 204 (E.D. Va. July 26, 2017) (approving FCRA settlement where class members who disputed received automatic payments, while others had to submit claim form).

Similarly, the Settlement’s allocation structure is fair to each Group. The FCRA itself provides a range of statutory damages, and the allocative payment structure is common in FCRA settlements in particular, and class settlements in general. *See cases cited supra* Section III.B.2. *See also In re Equifax Inc. Customer Data Sec. Breach Litig.*, No. 1:17-MD-2800-TWT, 2020 WL 256132, at \*21 (N.D. Ga. Mar. 17, 2020), *aff’d in part, rev’d in part and remanded*, 999 F.3d 1247 (11th Cir. 2021) (approving settlement establishing different amounts of relief for different class members in different circumstances).

### **C. The Proposed Notice Plans Satisfy Rule 23 and Due Process**

Fed. R. Civ. P. 23(e)(1) requires that the court “direct notice in a reasonable manner to all class members who would be bound by the proposal.” For a class certified under Rule 23(b)(3) “the court must direct to class members the best notice that is practicable under the circumstances.” Fed. R. Civ. P. 23(c)(2)(B). For a class certified under Rule 23(b)(2), notice is discretionary any notice that is authorized need not constitute the “best notice practicable.” Fed. R. Civ. P. 23(c)(2)(A). As to the (b)(2) Notice, the Parties could have elected to request that the Court allow them to forego notice altogether. Instead, the Parties chose to go above and beyond the baseline legal requirements, implementing a notice plan for the 23(b)(2) class that is similar to notice plans that have been approved in Rule 23(b)(3) settlements under the far more stringent “best notice practicable” standard that is applied when notice is mandatory. *See, e.g., Edwards v. Nat’l Milk Producers Fed’n*, No. 11-04766, 2017 WL 3623734, at \*4 (N.D. Cal. June 26, 2017) (approving a settlement pursuant to Rule 23(b)(3) and finding that “notice plans estimated to reach a minimum of 70 percent are constitutional and comply with Rule 23”). As detailed above, the Rule 23 (b)(2) and (b)(3) Notice Plans include the Settlement Website, Internet Notice, and a toll-free phone number with recorded information. For the Rule 23 (b)(2) Class, there will also be targeted online advertising, which is designed to reach

approximately 70% of potential Rule 23(b)(2) class members. For the Rule 23(b)(3) Class, the Administrator will send straightforward and tailored Mail and Email Notices which are written in plain language directly to Class Members. All notices inform Class Members of their rights and the deadlines by which to exercise them and contain all required information under Rule 23. The notice program proposed here is similar to that approved in two other recent hybrid (b)(2) and (b)(3) settlements and complies with Rule 23(c)(2) and (e)(1). *See Hill-Green v. Experian Info. Servcs., LLC*, No. 19-cv-708, ECF No. 95 (E.D. Va. Dec. 3, 2021) and *Stewart*, No. 20-cv-903 (E.D. Va. Feb. 25, 2022).

## V. CONCLUSION

Based on the foregoing, the Court should enter the Parties' proposed Preliminary Approval Order.

Date: September 9, 2022

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By: /s/ E. Michelle Drake

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**CERTIFICATION OF COMPLIANCE WITH L.R. 5.1B**

I hereby certify that the foregoing has been computer processed with 14 point Times New Roman font in compliance with the U.S.D.C. Northern District of Georgia Local Rule 5.1B.

Date: September 9, 2022

/s/E. Michelle Drake

E. Michelle Drake, Bar No. 229202

*Counsel for Plaintiffs*

**IN THE UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF GEORGIA  
Atlanta Division**

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**IN RE: TransUnion Rental Screening Solutions,  
Inc. FCRA Litigation**

**No. 1:20-md-02933-JPB  
ALL CASES**

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**DECLARATION OF E. MICHELLE DRAKE IN SUPPORT OF MOTION  
FOR PRELIMINARY APPROVAL**

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

1. I am Interim Lead Class Counsel in the above-captioned matter.
2. I submit this Declaration in support of the Motion for Preliminary Approval of the Class Action Settlement.
3. Attached as **Exhibit 1** is a true and correct copy of the Parties' Settlement Agreement with Exhibits.
4. Discovery was extensive in this matter. Plaintiffs took four depositions of Defendant's employees, including several focused on technical, data-related topics, and defended Plaintiff Hall's deposition. Plaintiffs served requests and negotiated responses resulting in the production of more than 50,000 pages of documents – a figure that, taken alone, vastly understates the volume of discovery in this case, as the bulk of discovery in this case revolved around the production of data samples from Defendant's various databases.

5. In order to meaningfully request data from Defendant, Plaintiffs first had to understand Defendant's systems, which include different systems and data fields for different products (for example, reports targeted at institutional landlords are stored in a different system with different fields than reports targeted at individual landlords, and Criminal Records have different fields than Landlord Tenant Records), as well as various other data sources (such as the underlying databases that Defendant searches to assemble its reports), which have further differences. Plaintiffs then negotiated with Defendant for a substantive sample from various systems, respecting the burden of production on Defendant while still ensuring that the production would be robust enough to produce meaningful results. Plaintiffs hired an expert to assist both with ensuring the data Plaintiffs requested was usable, and also to assist Plaintiffs in conducting some of their data analysis.

6. In order to assess risk and the strengths and weaknesses of their claims, Plaintiffs also conducted three full-day mock jury focus groups with expert assistance, each of which tested different aspects of the claims Plaintiffs asserted in the litigation.

7. The Parties attended four full-day formal mediation sessions with, and conducted subsequent communications through, third party neutral Nancy Lesser of PAX ADR.



8. Following the process outlined in paragraph 5 above, TURSS produced numerous and voluminous data samples to facilitate the Parties' discussions regarding class definitions and sizes. TURSS not only produced samples of its reporting during the Class Period, it also produced its matching criteria and a copy of the data in its database regarding the same individuals. This allowed Class Counsel to evaluate (1) what TURSS reported regarding a given individual, (2) what information it had on file regarding the reported record that was not included in a published consumer report and (3) why the information may have been reported, i.e. how TURSS's algorithms were used to match the person to the public record. This gave Plaintiffs a detailed understanding of the alleged failures of TURSS's match logic, which was crucial to reaching agreement on the injunctive relief and also to defining the classes in such a way as to target systematic problems with Defendant's matching algorithms.

9. Class Counsel also undertook significant efforts to survey jurisdictions nationwide to determine where (1) criminal records containing personally identifying information (address, SSN, date of birth) or (2) landlord/tenant records with updated dockets were accessible. In those jurisdictions, Plaintiffs' Counsel then expended time and resources to identify public record repositories, gather data and documents, and analyze the records to identify criminal records that had been misattributed and landlord/tenant records that had been reported without the most

recent events on the docket reports. This process identified the jurisdictions for which Plaintiffs settled certain criminal record mismatch claims, and also narrowed the jurisdictions for which Plaintiffs settled the landlord/tenant claims. This work included written and in-person records requests, online data reviews, document retrievals, and review of responsive records, for a total of 73 different jurisdictions.

10. The Parties reached an agreement in principle on the class claims in April 2022 and continued to work diligently to resolve those claims of named plaintiffs who would settle individually, and to identify additional data that TURSS would need to compile to facilitate sending class notices. All substantive elements of the class resolution were agreed upon before the Parties began negotiating the individual settlements. Additionally, neither attorneys' fees nor costs were discussed or negotiated until the Classes' relief was agreed upon.

11. Payments to Rule 23(b)(3) Class Members have been specifically calibrated to reflect the relative seriousness of the consequences of TURSS's conduct, with class members who were subject to misreporting of felonies and sex offenses, or who disputed their criminal records, receiving higher payments than those who were subject to misreporting of misdemeanors or lower level offenses, or to misreporting of an eviction record.

12. The proposed Settlement Administrator, JND Legal Administration, was selected only after Class Counsel solicited competitive bids from several reputable notice administrators.

13. 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, where I ran that firm's consumer protection group.

14. My colleague on this matter from Berger Montague, Joe Hashmall, Senior Counsel, is also 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.

15. 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 60 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**.

16. 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**.

17. I serve on the Boards of Public Justice and the Southern Center for Human Rights, am a member of the Partner's Council of the National Consumer Law Center, 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.

18. I was named to the LawDragon 500 Leading Plaintiff Financial Lawyers List for 2019, and named 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.

19. 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.
- “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.
- “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.
- “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.

20. 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 District of Colorado, 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

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

*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.

22. 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.



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

Date: September 9, 2022

/s/E. Michelle Drake

E. Michelle Drake

# Exhibit 1

**IN THE UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF GEORGIA  
Atlanta Division**

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**IN RE: TransUnion Rental Screening Solutions,  
Inc. FCRA Litigation**

**No. 1:20-md-02933-JPB  
ALL CASES**

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**SETTLEMENT AGREEMENT**

This Settlement Agreement is made and entered into by the Plaintiffs (defined below) and Defendant TransUnion Rental Screening Solutions, Inc. (“TURSS”), in the above-captioned multi-district litigation, and is subject to the Court’s approval pursuant to Fed. R. Civ. P. 23.

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## RECITALS

### **I. The Settled Claims**

This Settlement Agreement, constituting two Settlement Classes herein, resolves claims set forth in the Consolidated Amended Class Action Complaint ((“CAC”) ECF No. 81)<sup>1</sup> alleging TURSS violated the Fair Credit Reporting Act, 15 U.S.C. § 1681, *et seq.* (“FCRA”) through TURSS’s alleged failure to maintain reasonable procedures to assure maximum possible accuracy in its reporting of criminal and landlord-tenant records.

### **II. TURSS’s Denial of Liability; No Admission of Liability**

TURSS denies each and every one of the Plaintiffs’ allegations of wrongful conduct, injury and damages. TURSS has asserted numerous defenses to the Plaintiffs’ claims and disclaims any wrongdoing or liability whatsoever. TURSS

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<sup>1</sup> Specifically, the CAC consolidated the claims, superseded the complaints, and became the operative pleading for: *Robinson & Wright, v. TransUnion Rental Screening Solutions, Inc.*, No. 8:19-cv-01994 (C.D. Cal.), *Lewis v. TransUnion Rental Screening Solutions, Inc.*, No. 2:20-cv-00531 (C.D. Cal.), *McIntyre v. TransUnion, LLC*, No. 2:18-cv-03865 (E.D. Pa.), *Hector & Aird v. TransUnion Rental Screening Solutions, Inc.*, No. 3:19-cv-00790 (E.D. Va.), *Brown v. TransUnion Rental Screening Solutions, Inc.*, No. 8:21-cv-00889 (D. Md.), *Brown v. TransUnion Rental Screening Solutions, Inc.*, No. 1:21-cv-00431 (E.D. Va.), *Beard v. TransUnion Rental Screening Solutions, Inc.*, No. 7:21-cv-00201 (W.D. Va.), *Belluccia v. TransUnion Rental Screening Solutions, Inc.*, No. 8:21-cv-00809 (M.D. Fla.), *Turner v. TransUnion Rental Screening Solutions, Inc.*, No. 1:21-cv-01419 (N.D. Ga.), *Hernandez v. TransUnion Rental Screening Solutions, Inc.*, No. 9:21-cv-80676 (S.D. Fla.); *Hall v. TransUnion Rental Screening Solutions, Inc.*, No. 1:18-cv-05141 (N.D. Ga.).

further denies this matter satisfies the requirements to be certified or tried as a class action under Fed. R. Civ. P. 23. TURSS nevertheless desires to settle all claims that are asserted, or which could have been asserted, in this Litigation, on the terms and conditions set forth herein, solely for the purpose of avoiding the burden, expense, and uncertainty of continuing litigation and for the purpose of putting to rest the controversies raised in or implicated by this Litigation.

Nothing in this Agreement, or any other document, shall be construed as an admission or evidence of any violation of any federal or state statute, rule, or regulation, or principle of common law or equity, or of any liability or wrongdoing whatsoever, or of the truth of any of the claims or facts asserted or to be asserted in the litigation, or of the lack of merit of any defenses TURSS raised or could have raised against the CAC or any other pleading or document filed in this Litigation. Further, TURSS is not estopped from challenging any such claim asserted in further proceedings should the Settlement Agreement not be finally approved, and TURSS expressly reserves the right to challenge the merits of the claims, as well as the propriety of class certification, should the Court not finally approve the Settlement Agreement.

### **III. Settlement Through Mediation**

This Settlement Agreement has been reached after the Parties exchanged discovery and a substantial amount of documents and information relevant to the

claims of the Plaintiffs and those of the classes they purport to represent. The Parties recognize the outcome of this matter in litigation is uncertain, and that a final resolution through the litigation process would require several more years of protracted adversarial litigation and appeals, substantial risk and expense, the distraction and diversion of personnel and resources and the expense of any possible future litigation raising similar or duplicative claims.

Plaintiffs, TURSS, and their respective counsel have agreed to resolve this matter as a settlement class action according to the terms of this Settlement Agreement. The Settlement Agreement is the product of sustained, arms' length settlement negotiations and numerous mediation sessions including multiple sessions conducted by experienced third party neutral Nancy Lesser of Pax ADR. The negotiations and mediation sessions resulted in an agreement on the principal terms of a settlement.

NOW, THEREFORE, without (a) any admission or concession on the part of Plaintiffs of the lack of merit of the Litigation whatsoever, or (b) any admission or concession of liability or wrongdoing or the lack of merit of any defense whatsoever by TURSS, it is hereby stipulated and agreed by the undersigned, on behalf of the Plaintiffs, the Settlement Classes, and TURSS, that this matter and all claims of the Settlement Classes be settled, compromised, and dismissed on the merits and with



prejudice as to the Released Parties, subject to Court approval as required by Fed. R. Civ. P. 23, on the terms and conditions set forth herein.

The recitals stated above are true and accurate and are hereby made a part of this Settlement Agreement.

### **DEFINITIONS**

For the purposes of this Settlement Agreement, including the recitals stated above, the following terms will have the following meanings:

1. “Claim” and “claims” means all claims, counterclaims, demands (including, without limitation, demands for arbitration), actions, suits, causes of action, allegations of wrongdoing, and liabilities.

2. “Claim Form” means the form to be included with the Mail Notice to Rule 23(b)(3) Settlement Class Members who are in the State Criminal Group. The Claim Form shall also be made available for online submission on the Settlement Website. The Claim Form shall require members of the State Criminal Group to attest under penalty of perjury that TURSS incorrectly attributed at least one Criminal Record to the submitting Class Member, and shall be subject to verification by Class Counsel.

3. “Class Counsel” means the attorneys and firms listed on the signature page(s) of this Settlement Agreement representing the Plaintiffs and the Settlement Classes.

4. “Class List” means the list generated by Class Counsel and TURSS identifying the Rule 23(b)(3) Settlement Class Members, as further described herein.

5. “Consumer Report” means a report as defined in 15 U.S.C. § 1681a(d) and delivered to a third party by TURSS.

6. “Court” means the United States District Court for the Northern District of Georgia.

7. “Criminal Record” means a criminal record, record of being included on a sex offender registry, or any other publicly-available official record of a criminal violation. “Criminal Record” does *not* include Landlord-Tenant records, bankruptcy records, civil violations, licensure records, tax records (including tax liens), civil judgments, or any records related to public registries or lists other than sex offender registries.

8. “Effective Date” means the date when the last of the following with respect to the Final Approval Order has occurred:

- a. the expiration of fifteen (15) business days after the time to file a motion to alter or amend the Final Approval Order under Federal Rule of Civil Procedure 59(e) has passed without any such motion having been filed;
- b. the expiration of fifteen (15) business days after the time in which to appeal the Final Approval Order has passed without any appeal having been filed; and

c. if such motion to alter or amend is filed, or if an appeal is taken, fifteen (15) business days after a final determination of any such motion or appeal that permits the consummation of the Settlement Agreement in substantial accordance with the terms and conditions of this Settlement Agreement without further opportunity for either an appeal or Rule 59(e) motion.

d. For purposes of this definition, the term “appeal” includes all writ proceedings.

9. “Final Approval Hearing” means the hearing required by Fed. R. Civ. P. 23(e)(B)(2). The parties shall jointly request the Court issue an order, in the form of Exhibit C, setting the date for the Final Approval Hearing after the parties have provided the Court with notice that the Class List has been agreed pursuant to Section II.B herein. To provide adequate time for notice, the parties shall also jointly request that the Court schedule a date for the Final Approval Hearing which is no less than 114 days from the date on which the order setting a date for the Final Approval hearing is entered.

10. “Final Approval Order” or “Final Judgment” means a final judgment and order of dismissal entered by the Court substantially in the form of Exhibit D granting final approval of this Settlement Agreement, including certifying the Settlement Classes, finding the benefits provided and releases and other

consideration to be fair, reasonable, and adequate, and ruling on Class Counsel's request for attorneys' fees, costs, and other expenses, and entering a judgment according to the terms set forth in this Settlement Agreement.

11. "Initial Notice Costs" means the amount of \$306,023 required by the Settlement Administrator to fund the Notice Plan for the Rule 23(b)(2) and Rule 23(b)(3) Settlement Classes. This amount shall be deposited with the Settlement Administrator within thirty (30) business days of both of the following occurring: issuance of the Preliminary Approval Order; and the Settlement Administrator providing counsel for TURSS with wiring instructions and an IRS Form W-9 for the Settlement Fund. The Settlement Administrator shall also provide TURSS with any other documents or information that TURSS requests in order to deposit the Initial Notice Costs into the Settlement Fund.

12. "Injunctive Relief" means the injunctive relief to which TURSS has agreed to and which benefits the Rule 23(b)(2) Settlement Class, as further described in the Injunctive Relief Order.

13. "Injunctive Relief Order" means the consent order attached as Exhibit A to this Settlement Agreement and proposed by the Parties with respect to the Rule 23(b)(2) Settlement Class for entry by the Court intended to require and accomplish the Injunctive Relief and that in no way imposes any obligation, duty or

responsibility on TURSS or creates a right on behalf of the Rule 23(b)(2) Settlement Class beyond what is described in the Injunctive Relief.

14. “Injunctive Relief Termination Date” means two (2) years from the date of the latest implementation of the Injunctive Relief specified in Paragraphs (a), (b), and (c) of the Injunctive Relief Order.

15. “Landlord-Tenant Records” means any public records involving disputes between landlords and their tenants.

16. “Litigation” means the multi-district litigation captioned *In re: TransUnion Rental Screening Solutions, Inc. FCRA Litigation*, No. 1:20-md-02933-JPB (N.D. Ga.), and all actions coordinated within that proceeding.

17. “Notice Plans” means the Rule 23(b)(2) Notice Plan and Rule 23(b)(3) Notice Plan.

18. “Party” or “Parties” means the Plaintiffs, the Rule 23(b)(2) Settlement Class, the Rule 23(b)(3) Settlement Class, and TURSS.

19. “Plaintiffs” means William Hall, Jr., Chris Robinson, Jennifer Brown, Patricia McIntyre, Kaila Hector, William Aird, and Ramona Belluccia.

20. “Preliminary Approval” and “Preliminary Approval Order” mean the Court’s order preliminarily certifying for settlement purposes, the Settlement Classes, preliminarily approving the Settlement Agreement, approving and directing

implementation of the Notice Plans, appointing a Settlement Administrator, and appointing Class Counsel, substantially in the form of Exhibit B.

21. “Released Parties” means TransUnion Rental Screening Solutions, Inc. and each of its parents, members, owners, shareholders, unitholders, predecessors, successors (including, without limitation, acquirers of all or substantially all of TransUnion Rental Screening Solutions Inc.’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, officers, directors, employees, agents, advisors, attorneys, members, owners, shareholders, unitholders, predecessors, successors, assigns, representatives, heirs, executors, and administrators of any of the above.

22. “Rule 23(b)(2) Notice Plan” means the plan for providing notice to the Rule 23(b)(2) Settlement Class of the Injunctive Relief benefits, that Class’s rights, and the associated Rule 23(b)(2) Released Claims. The Rule 23(b)(2) Notice Plan includes the Internet Notice (Exhibit E) to be posted to the Settlement Website. The Notice Plan will be effectuated as recommended by the Settlement Administrator and as described in Section B.III below. At the Settlement Administrator’s recommendation, references to “Rule 23(b)(2)” when used to describe the Rule 23(b)(2) Settlement Class, Rule 23(b)(2) Settlement Class Members, or the Rule

23(b)(2) Settlement more generally will be referred to throughout the notices as “Policy” e.g., “Policy Settlement Class”, “Policy Settlement Class Members”, “Policy Settlement.”

23. Rule 23(b)(2) Objection Deadline” means the date by which Rule 23(b)(2) Settlement Class Members must postmark any objections to the settlement, with such date to be ninety-three (93) days from the date on which the Court issues an order scheduling the Final Approval Hearing.

24. “Rule 23(b)(2) Released Claims” means any claims against the Released Parties arising on or before the Injunctive Relief Termination Date relating in any way to (a) TURSS’s alleged failure to report up-to-date Landlord-Tenant Records because the records did not include satisfactions, appeals, vacatures, dismissals, withdrawals, or other favorable dispositions, or (b) TURSS’s reporting of multiple Landlord-Tenant Records items that pertain to a single landlord-tenant court proceeding that may inaccurately indicate the existence of more than one such proceeding, or (c) that are predicated on TURSS’s alleged misattribution of a Criminal Record to a person to whom it did not belong. Consistent with the scope of the Rule 23(b)(2) Settlement Class Release contained in Section B.VI.A, a claim is not a Rule 23(b)(2) Released Claim if it is asserted by an individual consumer solely on behalf of the consumer, or if such claim has only been joined with another related person’s claim (such as a spouse, or some other co-applicant). Any claim currently

asserted on behalf of both an individual Plaintiff and a putative class shall not be a Rule 23(b)(2) Released Claim as to the individual claim of the Plaintiff, but is a Rule 23(b)(2) Released Claim as to the claims of putative class members other than the Plaintiff. In other words, for purposes of the Rule 23(b)(2) Release, claims asserted by a Plaintiff on behalf of others are subject to release, claims asserted by a Plaintiff on his or her behalf are not subject to release as part of the Rule 23(b)(2) Settlement (but may be part of the Rule 23(b)(3) Released Claims if the Plaintiff is a Rule 23(b)(3) class member).

25. “Rule 23(b)(2) Settlement Class” means all individuals in the United States about whom TURSS reported a Criminal Record and/or Landlord-Tenant Record to a third party before the Injunctive Relief Termination Date.

26. “Rule 23(b)(3) Claims Deadline” means the date by which Rule 23(b)(3) Settlement Class Members who are required to submit a Claim Form must postmark their Claim Forms, with such date to be ninety-three (93) days from the date the Court issues an order scheduling the Final Approval Hearing.

27. “Rule 23(b)(3) Notice Plan” means the plan for providing notice to the Rule 23(b)(3) Settlement Class, and consists of the Mail Notice & Claim Form (Exhibit F), and the Long Form Notice (Exhibit G), and E-Mail Notice (Exhibit H) to be posted to the Settlement Website, as discussed further below. The Rule 23(b)(3) Notice Plan will be effectuated as recommended by the Settlement



Administrator and as described in Section C.II below. At the Settlement Administrator's recommendation, references to "Rule 23(b)(3)" when used to describe the Rule 23(b)(3) Settlement Class, Rule 23(b)(3) Settlement Class Members, or the Rule 23(b)(3) Settlement more generally will be referred to throughout the notices as "Money" e.g., "Money Settlement Class", "Money Settlement Class Members", "Money Settlement."

28. "Rule 23(b)(3) Opt Out & Objection Deadline" means the date by which any requests for exclusion or objections to the settlement by Rule 23(b) Settlement Class Member must be postmarked, such date to be ninety-three (93) days from the date on which the Court issues an order scheduling the Final Approval Hearing.

29. "Rule 23(b)(3) Released Claims" means all claims that were or could have been asserted in the Litigation under the FCRA or any state equivalent relating to the accuracy of TURSS's reporting of Criminal Records or Landlord-Tenant Records. The Rule 23(b)(3) Released Claims include claims for relief of any kind, including but not limited to relief pursuant to Sections 1681n or 1681o of the FCRA or any provisions of state equivalents providing for relief, claims for actual damages, statutory damages, punitive damages, nominal damages, injunctive relief, attorneys' fees, costs, or any other relief of any kind whatsoever.

30. "Rule 23(b)(3) Settlement Class" means

- (i) all individuals about whom TURSS reported a Criminal Record to a third party between November 7, 2016 and January 1, 2022 when TURSS had in its possession information about the age of the offender in the record where such age information indicated that the offender was older than the subject of the report based on the subject of the report's date of birth at the time of the report (hereinafter the "Age Mismatch Group");
- (ii) all individuals about whom TURSS reported a Criminal Record to a third party between May 14, 2019 and January 1, 2022, where at least one of the Criminal Records included in the report were derived from any jurisdiction in California, Florida, Texas, or Utah and did not contain a date of birth, Social Security Number, or street address associated with the criminal record (hereinafter the "State Criminal Group");
- (iii) all individuals about whom TURSS reported a Landlord-Tenant Record to a third party between May 14, 2019 and January 1, 2022 from any jurisdiction in Virginia or Pennsylvania but where subsequent review of public records by Class Counsel show that TURSS did not report a satisfaction, appeal, vacatur, dismissal, withdrawal, or other favorable disposition of such record that

was recorded in the jurisdiction's public docket at least sixty (60) days prior to the date of the TURSS report containing such Landlord-Tenant Record (hereinafter the "State Eviction Group");

- (iv) all individuals from whom TURSS has a record of receiving a dispute between May 14, 2019 and January 1, 2022 related to TURSS's reporting of a Landlord-Tenant Record that TURSS categorized as "action date dispute," "case type/outcome dispute," "judgment amount dispute," or "other," and where the resolution was categorized as "data modified," "data removed," "data suppressed," or "no record available," (hereinafter the "Eviction Disputes Group"); and,
- (v) all individuals from whom TURSS has a record of receiving a dispute between May 14, 2021 and January 1, 2022 related to TURSS's reporting of a Criminal Record that TURSS categorized as "record does not match," and where the resolution was categorized as "data suppressed," (hereinafter the "Criminal Disputes Group").

Members of the State Criminal Group will be required to submit a Claim Form.

31. “Settlement Administrator” means, subject to Court approval, JND Legal Administration. Class Counsel represent and warrant that they have contracted, or will contract, with the Settlement Administrator to perform all of the tasks specified and assigned to it in this Settlement Agreement, within the time limits specified herein. The Settlement Administrator shall ensure that the information that it receives from Class Counsel, TURSS, 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 Settlement Agreement, the Settlement Administrator shall not use or disclose any information that it receives in connection with its duties under the Settlement Agreement without the prior written consent of all Plaintiffs, Class Counsel and TURSS. At least seven days prior to the filing of the Motion for Preliminary Approval, the Settlement Administrator shall provide Class Counsel and counsel for TURSS with proposed Internet Advertisements for the Rule 23(b)(2) Notice Plan, shall review all Notices associated with the Settlement, and shall provide a sworn declaration setting forth the Administrator’s intended media and target audiences for effectuating the Rule 23(b)(2) Settlement, as well as the Administrator’s projected reach and frequency. No later than three (3) days before the Final Approval Hearing in this Litigation, the Settlement Administrator shall provide a declaration containing proof of the effectuation of the Notice Plans and Notice Plans’ effectiveness as well as a list opt

outs and objections received, to Class Counsel, who shall file same with the Court as part of the Motion for Final Approval.

32. “Settlement Agreement” means this Settlement Agreement, including its Exhibits.

33. “Settlement Classes” means the Rule 23(b)(2) and Rule 23(b)(3) Settlement Classes together.

34. “Settlement Class Member” means an individual member of either or both of the Settlement Classes.

35. “Settlement Fund” means the fund established by the Settlement Administrator, into which TURSS will deposit an amount equaling \$11,500,000, and from which the monetary relief for the Rule 23(b)(3) Settlement Class, any court-approved attorneys’ fees and costs, and the Settlement Administrator’s expenses, shall be paid. The Settlement Administrator will maintain the fund as a Qualified Settlement Fund for federal tax purposes pursuant to Treas. Reg. § 1.468B-1. The Settlement Administrator, on behalf of the Settlement Classes, shall be responsible for all administrative, accounting and tax compliance activities in connection with the Settlement Fund, including any filing necessary to obtain Qualified Settlement Fund status pursuant to Treas. Reg. § 1.468B-1. TURSS shall provide to the Settlement Administrator any documentation reasonably requested to facilitate the obtaining of Qualified Settlement Fund status. The Settlement Fund will either not

accrue interest or, if interest accrues, all interest must be paid into the Settlement Fund itself.

36. “Settlement Share” means the base *pro rata* allocation per Rule 23(b)(3) Settlement Class Member who does not opt out. Rule 23(b)(3) Settlement Class Members will receive allocations from the Settlement Fund in proportion to their shares as defined in Section C.V, below. Members of the State Criminal Group shall be required to file a valid Claim Form in order to receive a payment.

37. “Sex Offense” means either: (a) a Criminal Record from a sex offender registry; or (b) a Criminal Record relating to an offense that Plaintiffs’ Counsel has reasonably categorized as a sex offense.

38. “Source” means a particular courthouse, recorder’s office or other government agency responsible for the publication of Landlord-Tenant Records or providing access to Landlord-Tenant Records, and used by LexisNexis Risk Data Management LLC to gather Landlord-Tenant Records for delivery to TURSS.

39. “TURSS” or “Defendant” means TransUnion Rental Screening Solutions, Inc.

40. “Visit” means each date where LexisNexis Risk Data Management LLC or its vendor retrieves a Landlord-Tenant Record from a Source.

41. “Visit Interval” means the average number of days between Visits by Lexis Nexis Risk Data Management LLC to a Source calculated with respect to an assessment timeframe.

**A. PROVISIONS APPLICABLE TO BOTH SETTLEMENT CLASSES**

**I. Preliminary Approval**

As soon as reasonably practicable after the full execution of this Settlement Agreement, the Plaintiffs shall file with the Court a motion requesting entry of an order substantially in the form of Exhibit B that:

- a) preliminarily approves the Settlement Agreement;
- b) preliminarily certifies for settlement purposes the Rule 23(b)(2) Settlement Class and the Rule 23(b)(3) Settlement Class;
- c) appoints Class Counsel;
- d) approves the proposed Rule 23(b)(2) and (b)(3) Notice Plans, including the forms of Notice substantially similar to those attached as Exhibits E-H;
- e) appoints the Settlement Administrator.

**II. Settlement Website**

The Settlement Administrator will obtain and administer a Settlement Website, with such home page of the URL to require visitors to either enter the Rule 23(b)(2) Section or the 23(b)(3) Section of the site, at which point it will take visitors to that Class’s information as outlined below.

The Settlement Administrator will make the Settlement Website “go live” within five (5) days of the Court issuing an order scheduling the Final Approval Hearing as set forth in Section C.II.B.

The Settlement Website will include a feature by which Settlement Class Members can request information about the public records Defendant reported about them that led to their inclusion in the Settlement Classes. The Settlement Administrator will use information derived from the Class List and respond to all Settlement Class Members who make such a request through the Settlement Website within 3 business days.

The Settlement Administrator will maintain the Website for one year following the Effective Date.

The home page of the Settlement Website shall provide a general description of both the Rule 23(b)(2) Settlement and the Rule 23(b)(3) Settlement, and shall have links to separate pages providing more detail about each of the Settlements.

The Settlement Website shall include copies of all pertinent pleadings in this matter, including the Consolidated Amended Complaint, the Preliminary Approval Order, the Settlement Agreement, the forthcoming motion for attorneys’ fees and costs, and a section for frequently asked questions and procedural information regarding the deadline for objections, the status of the Court-approval process, and



the date of the Final Approval Hearing. After final approval is granted, a copy of the Final Approval Order and the Injunctive Relief Order will be posted.

### **III. Toll Free Phone Support**

The Settlement Administrator will implement a toll-free telephone number, concurrently with the Settlement Website “go live.” The toll-free number shall incorporate interactive voice response (“IVR”) and shall provide recorded information in both English and Spanish. The menu will allow callers to select to hear either Rule 23(b)(2)-specific information or Rule 23(b)(3) information, and shall also allow Class Members to request from the Settlement Administrator a return phone call or a copy of the information about the public record(s) Defendant reported about them that led to their inclusion in the Settlement Class(es). The Settlement Administrator will use information derived from the Class List and respond to all Settlement Class Members who make such a request within 3 business days. The phone number will be maintained for at least ninety (90) days following the check cashing period for Rule 23(b)(3) Settlement Class Members.

### **IV. CAFA Notice**

The Settlement Administrator shall, on behalf of TURSS, serve notice of the settlement in such form that meets the requirements of the Class Action Fairness Act of 2005 (“CAFA”), 28 U.S.C. § 1715 and describes the features of the settlement, for both the Rule 23(b)(2) and (b)(3) components, on the appropriate federal and

state officials no later than ten (10) days following the filing of the motion for preliminary approval outlined above. TURSS shall file with the Court a certification of the date upon which the CAFA Notice was served.

#### **V. Settlement Administration Expenses**

Subject to court approval, the costs associated with the Settlement Administrator's work outlined herein, including all costs of notice, will be requested to be reimbursed by the Settlement Administrator from the Settlement Fund. TURSS shall have no responsibility for, or any liability with respect to, costs associated with the Settlement Administrator's work, and the sole source of reimbursement shall be the Settlement Fund.

#### **VI. Attorneys' Fees and Costs**

Class Counsel shall file a motion for attorneys' fees and costs no later than thirty (30) days prior to the Rule 23(b)(3) Opt-Out and Objections Deadline and the Rule 23(b)(2) Objections Deadline. Class Counsel shall request no more than one-third of the Settlement Fund as attorneys' fees for Class Counsel's work on behalf of both the Rule 23(b)(2) and Rule 23(b)(3) Classes (\$3,833,333). Class Counsel may additionally request reimbursement for Class Counsel's out-of-pocket expenses. Both Class Counsel's attorneys' fees and Class Counsel's expenses shall be paid from the Settlement Fund. TURSS shall have no responsibility for, or any liability with respect to, the payment of attorneys' fees and costs to Class Counsel,

and the sole source of any award of attorneys' fees or costs shall be from the Settlement Fund, pursuant to the terms of this Settlement Agreement.

By signing this Settlement Agreement the Parties attest that Class Counsel's attorneys' fees and expense reimbursement were not negotiated until after the substantive terms of the settlement, including the amount of the Settlement Fund and the components of the Injunctive Relief, had been negotiated and agreed upon. Class Counsel's fee motion will be separate from the motion for final approval and should be assessed separately from the Settlement Agreement.

## **VII. Final Approval**

Class Counsel shall file a motion for final approval fourteen (14) days prior to the Final Approval Hearing. The motion for final approval shall address/respond to all objections made at that time. The motion for final approval may also provide information about the work Class Counsel has performed since the Motion for Attorneys' Fees and Costs was filed. Class Counsel shall seek entry by the Court of a Final Judgment and Order in the form of Exhibit D.

### **B. RULE 23(b)(2) SPECIFIC SETTLEMENT PROVISIONS**

#### **I. Class Certification**

For settlement purposes only, and upon the express terms and conditions set forth in this Settlement Agreement, Plaintiffs shall seek certification of the Rule 23(b)(2) Settlement Class as an injunctive relief class.

## **II. No Right to Opt Out**

Because the Rule 23(b)(2) Settlement Class is being certified as a mandatory class under Fed. R. Civ. P. 23(b)(2), the Rule 23(b)(2) Settlement Class Members shall not be permitted to opt out of the Rule 23(b)(2) Settlement Class.

## **III. Rule 23(b)(2) Notice Plan**

The Parties and the Settlement Administrator have developed an appropriate and reasonable Rule 23(b)(2) Plan to provide Rule 23(b)(2) Settlement Class Members with notice of the terms of the Settlement Agreement before the Court conducts the Final Approval Hearing. The Parties will recommend to the Court this Rule 23(b)(2) Notice Plan, which will employ the following methods of notice and which shall satisfy the requirements of Rule 23 and due process:

- a) Internet-based advertisements that direct class members to the Settlement Website, in a form to be proposed by the Settlement Administrator and approved by both Parties. The Settlement Administrator shall use appropriate methodologies to effectively identify likely members of the Rule 23(b)(2) Settlement Class, and shall design a notice program that is intended to satisfy the requirements of both due process and Rule 23;
- b) Recorded information, in both English and Spanish, specific to the Rule 23(b)(2) Settlement Class and the Injunctive Relief, accessible to the Rule 23(b)(2) Class Members through the toll-free telephone number.

#### **IV. Injunctive Relief**

Subject to the terms and conditions of this Settlement Agreement, and following entry of the Final Approval Order in the form of Exhibit D, the Plaintiffs and Defendant have agreed to move jointly for the Court to enter the injunction applicable to TURSS by consent, which shall contain only the terms as set forth in the Injunctive Relief Order (Exhibit A).

#### **V. Objections from Rule 23(b)(2) Settlement Class Members**

Any Rule 23(b)(2) Settlement Class Member who wants to object to this Agreement may do so as set forth herein.

To be effective, an objection must

- a) be made by an individual Rule 23(b)(2) Settlement Class Member, not as a member of a group or subclass.
- b) be sent to the Settlement Administrator, postmarked no later than the Rule 23(b)(2) Objections Deadline. The Settlement Administrator shall notify the Parties of any objection within three (3) days of receipt.
- c) The objection must include all of the following:
  - i. The caption of the Litigation;
  - ii. The objector's name, address, and telephone number; and

- iii. A written statement, signed by the Rule 23(b)(2) Class Member, detailing the specific basis for each objection signed by the Rule 23(b)(2) Settlement Class Member.
- d) An objection submitted through an attorney must contain in addition:
- i. The identity, mailing address, email address, fax number, phone number for the counsel by whom the Rule 23(b)(2) Settlement Class Member is represented;
  - ii. A statement of whether the objecting Rule 23(b)(2) Settlement Class Member intends to appear at the Final Approval Hearing; and
  - iii. A written statement, signed by the attorney, detailing the specific basis for each objection, including any legal and factual support that the objecting Rule 23(b)(2) Settlement Class Member wishes to bring to the Court's attention and any evidence the objecting Rule 23(b)(2) Settlement Class Member wishes to introduce in support of the objection.
- e) Any objector to the Rule 23(b)(2) 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. No Party or

Party's Counsel shall make any payments to any person or counsel who files an objection in exchange for the withdrawal, dismissal, or release of the objection, except with approval by the Court. This provision applies throughout the Litigation, including during the pendency of any appeal, and also operates to bar such payments in exchange for the withdrawal or dismissal of the appeal, unless such payment is approved by the Court or the applicable appellate court.

## **VI. Rule 23(b)(2) Settlement Class Release**

### **A. Scope of Release**

The Plaintiffs and Rule 23(b)(2) Settlement Class Members and their respective spouses, heirs, executors, administrators, representatives, agents, attorneys, partners, successors, predecessors, assigns, and all those acting or purporting to act on their behalf waive their right to pursue any Rule 23(b)(2) Released Claims arising on or before the Injunctive Relief Termination Date against the Released Parties asserted on other than an individual basis, e.g., using the class action procedural device or on a mass, aggregate, or multi-plaintiff basis.

The Plaintiffs and Rule 23(b)(2) Settlement Class Members recognize that they have already availed themselves of the class action procedural device to obtain the Injunctive Relief, and in exchange for same, they agree that they shall not be allowed to avail themselves of the class action procedural device or on a mass,

aggregate, or multi-plaintiff basis, for any Rule 23(b)(2) Released Claims arising before the Injunctive Relief Termination Date.

Rule 23(b)(2) Settlement Class Members do not release and discharge, but instead preserve, the right of a Rule 23(b)(2) Settlement Class Member to file an individual lawsuit relating to Rule 23(b)(2) Released Claims on any basis whatsoever, including 15 U.S.C. §§ 1681o or 1681n, or state equivalents, for all relief available on an individual basis only, including but not limited to actual damages, statutory damages, punitive damages, and attorneys' fees, and costs, subject to the waiver of the class action procedural device, or on a mass, aggregate or multi-plaintiff basis, in the preceding paragraph.

### **B. State-Specific Waivers**

The Plaintiffs and Rule 23(b)(2) Settlement Class Members acknowledge that they are aware that they may hereafter discover facts in addition to or different from those that they or Class Counsel now know or believe to be true with respect to the subject matter of this Litigation and the Rule 23(b)(2) Settlement Class Released Claims, but it is their intention to, and they do upon the Effective Date of this settlement, fully, finally, and forever settle and release any and all Rule 23(b)(2) Released Claims, without regard to the subsequent discovery or existence of such different additional facts. Rule 23(b)(2) Settlement Class Members waive any and



all rights and benefits afforded by California Civil Code § 1542, which provides as follows:

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

Plaintiffs and Rule 23(b)(2) Settlement Class Members further waive any and all rights and benefits afforded by South Dakota Code § 20-7-11, which provides as follows:

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

Plaintiffs and Rule 23(b)(2) Settlement Class Members and Class Counsel understand and acknowledge the significance of this waiver of California Civil Code Section 1542, South Dakota Code Section 20-7-11, and/or any other applicable federal or state law relating to limitations on releases.

### **C. Binding Release**

Upon the Effective Date, no default by any person in the performance of any covenant or obligation under this Settlement Agreement or any order entered in connection therewith shall affect the dismissal of the Litigation, the res judicata effect of the Final Judgment and Order, the foregoing releases, or any other provision

of the Final Judgment and Order; provided, however, that all other legal and equitable remedies for violation of a court order or breach of this Settlement Agreement shall remain available to all Parties.

**C. RULE 23(b)(3) SPECIFIC SETTLEMENT PROVISIONS**

**I. Class Certification**

For settlement purposes only, and upon the express terms and conditions set forth in this Settlement Agreement, the Plaintiffs shall seek certification of the Rule 23(b)(3) Settlement Class.

**II. Rule 23(b)(3) Notice Plan**

**A. Class Data**

On or before February 28, 2023, Defendant will employ commercially reasonable procedures to identify and provide Class Counsel with the following information (the “Initial Data”):

(1) As to the Age Mismatch Group, the following “Age Mismatch Group Initial Data”:

(a) the historical data reported by TURSS between November 7, 2016, and January 1, 2022, relating to Criminal Records where there was not age or date-of-birth data included in the reported data, but (at the time of the queries to provide such Age Mismatch Group Initial Data to Class Counsel) the

corresponding record in the TURSS database of Criminal Record data contains data in the “age” field;

(b) the data relating to the qualifying record in the TURSS database of Criminal Record data as of the date of the queries to provide such Age Mismatch Group Initial Data to Class Counsel; and

(c) (to the extent available) the name, Social Security Number, address, and email address contained in TURSS’s records and relating to the applicant about whom the report related.

Such Age Mismatch Group Initial Data will be akin to that produced in advance of mediation, e.g., TURSS 45170 and 45196,

(2) As to the State Criminal Group, the following State Criminal Group Initial Data:

(a) the historical data reported by TURSS between May 14, 2019, and January 1, 2022, relating to Criminal Records included in the report that were derived from any jurisdiction in California, Florida, Texas, or Utah and did not contain a date of birth, Social Security Number, or street address associated with the criminal record; and

(b) (to the extent available) the name, SSN, address, and email address contained in TURSS’s records and relating to the applicant about whom the report related.

Such State Criminal Group Initial Data will be akin to that produced in advance of mediation, e.g., TURSS 2713 and 2361;

(3) As to the Eviction Group, the following Eviction Group Initial Data:

(a) the historical data reported by TURSS between May 14, 2019, and January 1, 2022, relating to Landlord-Tenant Records from any jurisdiction in Virginia or Pennsylvania that reflect a judgment but no later (i.e., post-judgment) events; and

(b) (to the extent available) the name, SSN, address, and email address contained in TURSS's records and relating to the applicant about whom the report related.

Such Eviction Group Initial Data will be akin to that produced in advance of mediation, e.g., TURSS 48672;

(4) As to the Eviction Disputes Group, (to the extent available) the name, address, Social Security Number , date of birth and email address contained in TURSS's records relating to all individuals from whom TURSS has a record of receiving a dispute between May 14, 2019 and January 1, 2022 related to TURSS's reporting of a Landlord-Tenant Record that TURSS categorized as "action date dispute," "case type/outcome dispute," "judgment amount dispute," or "other," and where the resolution was categorized as "data modified," "data removed," "data

suppressed,” or “no record available” (this data shall be referred to hereinafter “Eviction Disputes Group Data”); and

(5) As to the Criminal Disputes Group, (to the extent available) the name, address, Social Security Number , date of birth and email address contained in TURSS’s records relating to all individuals from whom TURSS has a record of receiving a dispute between May 14, 2021 and January 1, 2022 related to TURSS’s reporting of a Criminal Record that TURSS categorized as “record does not match,” and where the resolution was categorized as “data suppressed” (this data shall be referred to hereinafter “Criminal Disputes Group Data”)

To the extent maintained by TURSS, the data about the historical reporting of Criminal Records included in the Age Mismatch Group Initial Data and State Criminal Group Initial Data will include reported information about the level and type of underlying offense, including whether such offense was a felony, misdemeanor, or Sex Offense.

The Parties acknowledge that, to run the queries to provide the Age Mismatch Group Initial Data, State Criminal Group Initial Data, and Eviction Group Initial Data relating to SmartMove reports, TURSS must first attempt to un-archive such SmartMove report data. TURSS has never attempted to un-archive such SmartMove data, so is in the process of designing, testing, and implementing a process to un-archive and query such archived data. If such process is not successful, in whole or

in part (e.g., due to technical difficulties or the unavailability of archived data from certain time periods), the Parties agree that by making the effort, TURSS has employed the required commercially reasonable procedures to identify and provide Class Counsel with the required data.

After receiving the Initial Data, Class Counsel will review the Age Mismatch Group Initial Data, the Eviction Group Initial Data, and publicly available eviction data from Pennsylvania and Virginia to determine which individuals in those data sets are members of the Rule 23(b)(3) Settlement Class. To the extent Defendant's records do not already do so, Class Counsel will also demarcate which individuals in the Age Mismatch Group had felonies, Sex Offenses, or misdemeanors (or their equivalents) attributed to them. Class Counsel shall make no other use of the Initial Data.

Within forty-five (45) days of receiving the Initial Data, Class Counsel will provide Defendant with a proposed list of Settlement Class Members in the Age Mismatch and Eviction Groups. With respect to the Age Mismatch and Eviction Groups, Class Counsel will also provide to Defendant any supporting public records documentation that Class Counsel relied upon in determining Class membership.

Defendant will then have fourteen (14) days to suggest the removal of any individuals from the proposed list of Settlement Class Members or to propose any additions to the list from the Initial Data.

## **B. The Class List**

Once the Parties are in agreement as to the individuals who meet the definition of the Rule 23(b)(3) Settlement Class pursuant to Section C.II.A, that list shall become the Class List. The Parties shall work in good faith to resolve any disagreement as to whether an individual should be included on the Class List.

Within seven (7) days of the Parties reaching an agreement upon the composition of the Class List, the Parties shall notify the Court of their agreement and shall jointly request that the Court issue an order in the form attached hereto as Exhibit C scheduling the Final Approval Hearing.

Within seven (7) days of the Parties reaching an agreement upon the composition of the Class List, the Class List will be provided to the Settlement Administrator, which will include the following information for each Settlement Class Member, as reflected in Defendant's records:

- a) the Settlement Class Member's name;
- b) the Settlement Class Member's postal address, to the extent this information is reasonably available in Defendant's records and relating to the application/report;
- c) the Settlement Class Member's date of birth and Social Security Number, to the extent this information is reasonably available in Defendant's records and relating to the application/report; and

d) the Settlement Class Member's e-mail address, to the extent this information is reasonably available in Defendant's records and relating to the application/report.

The Class List shall be designated HIGHLY CONFIDENTIAL – SUBJECT TO CONFIDENTIALITY ORDER Confidential under the Stipulated Confidentiality Order entered by the Court (ECF 12-1, 14).

The Settlement Administrator shall update the address information included on the Class List and use its best efforts to obtain the most up to date address and email address for all Rule 23(b)(3) Settlement Class Members.

### **C. Form of Notice**

The proposed Notices and the Claim Form for members of the Rule 23(b)(3) Settlement Class are attached hereto as Exhibit F. Seven (7) days after the Order Scheduling the Final Approval Hearing is entered, the Administrator will send the Notices & Claim Form via U.S. mail, postage paid, requesting either forwarding service or change service, to each Rule 23(b)(3) Settlement Class Member on the Class List. Prior to sending notice by U.S. Mail, the Settlement Administrator shall utilize appropriate publicly available databases, including the United States Postal Service National Change of Address database, to obtain an updated address for all Rule 23(b)(3) Settlement Class Members. The Settlement Administrator will also perform a search for email addresses for all Rule 23(b)(3) Settlement Class



members, and shall also send notice by email to Rule 23(b)(3) Settlement Class Members. For up to forty-five (45) days following the mailing of the Mail Notice & Claim Forms, the Administrator will re-mail Notices to updated addresses received via address change notifications from the U.S. Postal Service. The Settlement Administrator may also send reminder notices to members of the Rule 23(b)(3) Settlement Class who are eligible to make claims, with such reminder notices to be as set forth in Exhibit F.

#### **D. Claim Forms**

The Mail Notice contains a business reply postcard Claim Form for State Criminal Group members, and the Settlement Website's Rule 23(b)(3) Section will allow for electronic submission of Claim Forms. The Settlement Website's Rule 23(b)(3) Settlement Website shall also provide a form for Age Mismatch Group members to submit if they believe they are eligible to receive more Settlement Shares than the shares determined by Class Counsel, based on their determination whether the qualifying Criminal Record was a felony, Sex Offense, or misdemeanor.

Within sixty (60) days of the Rule 23(b)(3) Claims Deadline, Class Counsel will review all claims for validity. Class Counsel shall be charged with reviewing all records provided by the claiming Settlement Class Member, as well as publicly available records relating to the offense included on the Settlement Class Member's report, to determine whether the available public records contain a date of birth,

social security number and/or address that indicates the reported record does not belong to the claiming Settlement Class Member. In the event that there are no publicly available records that relate to the crime attributed to the claiming class member that include a date of birth, social security number, or address that matches the claim shall be denied or does not match (in which case the claim shall be deemed valid) the claiming class member's information, the claim shall be deemed valid by Class Counsel. On or before the date 60 days after the Claim Deadline, Class Counsel will provide a list of State Criminal Group members and Age Mismatch Group members that possess claims eligible for an award under this Settlement Agreement. Defendant may challenge the inclusion of any such Class Member on the list by producing any publicly-available record indicating that the record reported by TURSS was correctly attributable to this Class Member within fourteen (14) days. Absent the production of such information, however, the claim shall be deemed valid.

### **III. Opt-Out Process**

A Rule 23(b)(3) Settlement Class Member may request to be excluded from the Rule 23(b)(3) Settlement Class by sending a written request for exclusion to the Settlement Administrator. To be valid, the proposed Rule 23(b)(3) Settlement Class Member's opt-out request must contain the proposed Rule 23(b)(3) Settlement Class Member's name, original signature, current postal address, and current telephone

number, and a statement that the Settlement Class Member wants to be excluded from the Rule 23(b)(3) Settlement Class, and must be submitted by the Rule 23(b)(3) Opt-Out & Objection Deadline. To be valid, an opt-out request must not purport to opt out of the Rule 23(b)(3) Settlement Class for more than one consumer, i.e., purported opt-out for a group of consumers is not valid. Requests for exclusions that do not substantially comply with the requirements herein are invalid.

#### **IV. Objections**

Any Rule 23(b)(3) Settlement Class Member who does not opt out but wants to object to this Agreement may do so only as follows:

To be valid, an objection must

- a) be made by an individual Rule 23(b)(3) Settlement Class Member on his or her own behalf
- b) be sent to the Settlement Administrator, postmarked no later than the Rule 23(b)(3) Opt-Out & Objection Deadline. The Settlement Administrator shall notify the Parties of any objection within three (3) days of receipt.
- c) Any objection must include all of the following:
  - i. The caption of the Litigation;
  - ii. The objecting Rule 23(b)(3) Settlement Class Member's name, address, and telephone number; and

- iii. A written statement detailing the specific basis for each objection, signed by the Settlement Class Member.
- d) An objection submitted through an attorney must contain in addition:
  - i. The identity, mailing address, email address, fax number, phone number for the counsel by whom the Rule 23(b)(3) Settlement Class Member is represented;
  - ii. A statement of whether the objecting Rule 23(b)(3) Settlement Class Member intends to appear at the final approval hearing; and
  - iii. A written statement detailing the specific basis for each objection, including any legal and factual support that the objecting Rule 23(b)(3) Settlement Class Member wishes to bring to the Court's attention and any evidence the objecting Rule 23(b)(3) Settlement Class Member wishes to introduce in support of the objection.
- e) Any lawyer who intends to appear or speak at the final approval hearing on behalf of a member of the Rule 23(b)(3) Settlement Class must enter a written notice of appearance of counsel with the Clerk of the Court no later than three days prior to the final approval hearing.
- f). Any objector to the Rule 23(b)(3) 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.

g) Rule 23(b)(3) Settlement Class members who file exclusions may not object to the Settlement.

No Party or Party's Counsel shall make any payments to any person or counsel who files an objection in exchange for the withdrawal, dismissal, or release of the objection, except with approval by the Court. This provision applies throughout the Litigation, including during the pendency of any appeal, and also operates to bar such payments in exchange for the withdrawal or dismissal of the appeal, unless such payment is approved by the Court or the applicable appellate court.

Either TURSS or the Plaintiffs may respond to an objection.

#### **V. Settlement Fund**

Within forty (40) business days after the Effective Date, TURSS shall deposit the sum of \$11,500,000.00 less the Initial Notice Costs into the account established by the Settlement Administrator. Upon entry of the Final Approval Order, the Settlement Administrator shall provide counsel for TURSS with wiring instructions and an IRS Form W-9 for the Settlement Fund. The Settlement Administrator shall also provide TURSS with any other documents or information that TURSS requests in order to deposit the above-specified amount into the Settlement Fund.

In no event shall TURSS be obligated to pay more than \$11,500,000.00 in connection with this Settlement Agreement.

Fourteen (14) days following receipt of this payment, the Settlement Administrator shall distribute the Settlement Fund as follows:

a) Court-approved attorneys’ fees and costs shall be paid to Class Counsel;

b) The Settlement Administrator’s as-yet unreimbursed costs shall be reimbursed to the Settlement Administrator, in the amount approved by the Court; and

c) The initial distribution to the Rule 23(b)(3) Settlement Class Members will be made via checks, sent to the Rule 23(b)(3) Settlement Class Members’ mailing addresses as used for Mail Notice and updated by the Postal Service, or by the Rule 23(b)(3) Settlement Class Member, during the notice period. The checks shall be in an amount determined by dividing the amount remaining in the Settlement Fund after the Court-approved deductions in a) and b) in proportion to each Rule 23(b)(3) Settlement Class Member’s allocated Settlement Shares. Settlement Shares shall be allocated to Rule 23(b)(3) Settlement Class Members as follows:

| Categories  | Settlement Share Allocation |
|---|-----------------------------|
| Age Mismatch Category (Felonies and Sex Offenses)<br>State Criminal Record Category Valid Claimants (Felonies and Sex Offenses) | 10                          |

|  |   |
|--|---|
| Criminal Disputes Category   |   |
| Age Mismatch Category (Misdemeanors, Non-Felonies, Non-Sex Offenses)<br>State Criminal Record Claimants Valid Category (Misdemeanors, Non-Felonies, Non-Sex Offenses)<br>Eviction Disputes | 2 |
| Evictions Group  | 1 |

d) Any Rule 23(b)(3) Settlement Class Member checks remaining uncashed after ninety (90) days from mailing and any checks returned undelivered after a second mailing attempt will remain in the Settlement Fund. Such amounts shall be redistributed in proportion to the original checks to Rule 23(b)(3) Settlement Class Members who cashed their initial check, so long as the amount of all such reimbursement would equal or exceed \$25.00. Such checks would have a void date of ninety (90) days following their mailing. Any administrative costs associated with a second distribution shall be deducted from the Settlement Fund before the proportional check amount is determined.

Class Members 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 the Settlement. The Settlement Administrator shall provide each Rule 23(b)(3) Settlement Class Member who receives a settlement payment with a notice advising him or her to seek personal tax advice regarding any tax consequences of the payment. The notice regarding the potential tax treatment to Rule 23(b)(3) Settlement Class Members shall be included with each payment to

Rule 23(b)(3) Settlement Class Members. For the avoidance of doubt, neither Defendant, Defendant's Counsel, nor Class Counsel, have made, or are making in connection with this Settlement, any representations regarding possible tax consequences relating to settlement payments to Rule 23(b)(3) Settlement Class Members, and neither Defendant, Defendant's Counsel nor Class Counsel shall be held responsible for any such tax consequences. The Settlement Administrator shall, as necessary, satisfy all reporting requirements, if any, to issue IRS Form 1099s to Settlement Class Members.

Within thirty (30) days following check negotiation period associated with any redistribution, the balance of the Settlement Fund shall be transferred in equal parts to the Parties' proposed *cy pres* recipients, the Southern Center for Human Rights, a non-profit legal organization which litigates cases on behalf of those wrongly accused of and convicted of crimes, and also advocates on behalf of those suffering collateral consequences from involvement with the criminal and civil justice systems and Inclusiv, an organization that works to close the gaps and remove barriers to financial opportunities for people living in distressed and underserved communities by developing products for and advocating on behalf of community development credit unions.



## **VI. Rule 23(b)(3) Settlement Class Release**

### **A. Scope of Release**

Plaintiffs and the Rule 23(b)(3) Settlement Class Members release the Rule 23(b)(3) Released Claims. This release includes a release of claims for relief of any kind, including but not limited to relief pursuant to Sections 1681n or 1681o of the FCRA or any provisions of state FCRA equivalents providing for relief, and includes but is not limited to claims for actual damages, statutory damages, punitive damages, nominal damages, injunctive relief, attorneys' fees, costs, or any other relief of any kind whatsoever.

### **B. State-Specific Waivers**

Plaintiffs and the Rule 23(b)(3) Settlement Class Members acknowledge that they are aware that they may hereafter discover facts in addition to or different from those that they or Class Counsel now know or believe to be true with respect to the subject matter of this Litigation and the Rule 23(b)(3) Settlement Class Released Claims, but it is their intention to, and they do upon the Effective Date of this Settlement Agreement, fully, finally, and forever settle and release any and all Rule 23(b)(3) Settlement Class Released Claims, without regard to the subsequent discovery or existence of such different additional facts. Plaintiffs and Rule 23(b)(3) Settlement Class Members waive any and all rights and benefits afforded by California Civil Code § 1542, which provides as follows:

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

Rule 23(b)(3) Plaintiffs and Settlement Class Members further waive any and all rights and benefits afforded by South Dakota Code § 20-7-11, which provides as follows:

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

Plaintiffs and Rule 23(b)(3) Settlement Class Members and Class Counsel understand and acknowledge the significance of this waiver of California Civil Code Section 1542, South Dakota Code Section 20-7-11, and/or any other applicable federal or state law relating to limitations on releases.

### **C. Binding Release**

Upon the Effective Date, no default by any person in the performance of any covenant or obligation under this Settlement Agreement or any order entered in connection with such shall affect the dismissal of the Litigation, the res judicata effect of the Final Judgment and Order, the foregoing releases, or any other provision of the Final Judgment and Order; provided, however, that all other legal and

equitable remedies for violation of a court order or breach of this Settlement Agreement shall remain available to all Parties.

**D. General Release for Named Plaintiffs**

TURSS and Trans Union LLC (“TU”) seek to obtain a general release of claims from the Plaintiffs, to encompass all claims the Plaintiffs may have against either entity that are not released as part of this Settlement Agreement, including but not limited to disclosure claims against both TURSS and TU under 15 U.S.C. § 1681g. The Plaintiffs, TURSS, and TU have agreed to arbitrate the consideration to be provided for a release of such claims beginning within 30 days after the Effective Date, in a “baseball style” arbitration, to be conducted before Arbitrator Nancy Lesser.

The arbitration shall be mandatory and shall be conducted in writing without a hearing. The written submissions of each side (with TURSS and TU constituting a “side”) shall be limited to three pages per Plaintiff. No more than thirty (30) days after the Effective Date, Plaintiffs shall provide an initial arbitration monetary demand to TURSS, TU and the arbitrator. No more than 3 business days thereafter, TURSS and TU shall provide an initial arbitration settlement offer for each Plaintiff to Class Counsel and the arbitrator. In the event that TU/TURSS’s initial arbitration settlement offer exceeds a given Plaintiff’s demand, TU/TURSS shall pay that Plaintiff the amount of its arbitration settlement offer and the Plaintiff shall provide

and sign a general release in the form attached as Exhibit I. In the event that TU/TURSS's offer is less than the Plaintiff's initial arbitration settlement demand, TU/TURSS shall have the option to accept the Plaintiff's initial arbitration settlement demand to receive a general release in the form attached as Exhibit I.

In the event that the arbitrator determines TU/TURSS's initial settlement offer is less than a Plaintiff's initial arbitration settlement demand and that TU/TURSS decline to pay the amount of that Plaintiff's initial arbitration demand, the arbitrator shall request that each Plaintiff submit written arbitration statement to the arbitrator, TURSS, and TU not to exceed three pages per Plaintiff. Within seven (7) days of any such submission, TU/TURSS shall respond in writing. Within fourteen (14) days of TU/TURSS's response, the arbitrator shall issue an award, selecting either the monetary amount submitted by the Plaintiff or the amount proposed by the TURSS/TU. **The parties shall split equally the cost of such arbitration.** The Parties waive their right to appeal any decision made by the arbitrator and agree that the arbitrator's judgment is final upon its issuance.

TURSS/TU shall make payment to each Plaintiff as outlined in the general release set forth on Exhibit I. Upon payment, each Plaintiff shall be deemed to have released claims as outlined in the general release set forth on Exhibit I.

## **D. OTHER PROVISIONS**

### **I. Termination**

TURSS's willingness to settle this Litigation on a class-action basis and to agree to the accompanying certification of the Settlement Classes is dependent upon achieving finality in this Litigation and the desire to avoid the expense of this and other litigation. Consequently, TURSS may terminate this Settlement Agreement, declare it null and void, and have no further obligations under this Settlement Agreement to Plaintiffs or Settlement Class Members if any of the following conditions subsequent occurs:

- a. The Court requires changes to the Settlement Agreement that alter in any way the Parties' rights or duties before approving the Settlement Agreement;
- b. the Parties fail to obtain and maintain Preliminary Approval of the Settlement Agreement;
- c. more than 2% (two percent) of the individuals in any of the Class List, Age Mismatch Group, the State Criminal Group, the State Eviction Group, the Eviction Disputes Group, or the Criminal Disputes Group opt out of the proposed Rule 23(b)(3) Settlement Class;

- d. the Court requires changes to the Final Approval Order that alter in any way the Parties' rights or duties before entering it consistent with the provisions of this Settlement Agreement;
- e. the Settlement Agreement or Final Judgment is not upheld on appeal, including review by the United States Supreme Court, or the Court's approval is otherwise later reversed, modified, or vacated;
- f. the Effective Date does not occur for any reason, including but not limited to the entry of an order by any court that would require either material modification or termination of the Settlement Agreement; or
- g. Plaintiffs or Class Counsel commit a material breach of the Settlement Agreement before entry of the Final Approval Order.

The failure of the Court or any appellate court to approve in full the request by Class Counsel for attorneys' fees, costs, and other expenses is not grounds for Plaintiffs, the Settlement Classes, or Class Counsel to cancel or terminate this Settlement Agreement.

If the Settlement Agreement is not finally approved, is not upheld on appeal, or is otherwise terminated for any reason before the Effective Date, then the Court shall decertify the Settlement Classes; the Settlement Agreement and all negotiations, proceedings, and documents prepared, and statements made in connection therewith, will be without prejudice to any Party and may 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 would stand in the same procedural position as if the Settlement Agreement had not been negotiated, made, or filed with the Court.

## **II. Parties' Authority**

Class Counsel, on behalf of the Settlement Classes, are expressly authorized by the Plaintiffs and Settlement Class Members to take all appropriate action required or permitted to be taken pursuant to the Settlement Agreement to effectuate its terms. Class Counsel also are expressly authorized to enter into any modifications or amendments to the Settlement Agreement on behalf of the Plaintiffs and Settlement Classes that they deem necessary and appropriate.

## **III. Use of the Initial Data, Class List and Notice Plan**

Class Counsel and Plaintiffs agree that the sole purpose for generating and producing the Initial Data and the Class List and of the Notice Plan is to effectuate this Settlement Agreement, and not for the purpose of identifying and soliciting potential clients. Further, to avoid even the appearance of impropriety, after receiving the Initial Data from Defendant, if Class Counsel is contacted by any individual identified in the Initial Data, Class Counsel shall refer any such individual who is seeking representation for individual claims against TURSS to the applicable state bar association or other referral organization for appropriate counsel in any subsequent litigation of such individual claims. Class Counsel shall do the same as

to any Rule 23(b)(2) Class Members who contact Class Counsel about the Settlement seeking representation between when Rule 23(b)(2) Notice is first published and the Effective Date. If TURSS produces the Initial Data in multiple parts, this Section D.III shall become effective as to individuals identified in each part of the Initial Data as of the time the relevant part of the Initial Data is produced to Class Counsel.

#### **IV. Complete Agreement**

This Settlement Agreement is the entire, complete agreement of the Parties and their respective counsel. In entering into this Settlement Agreement, no Party has made or relied on any warranty or representation not specifically set forth herein.

#### **V. Best Efforts to Obtain Court Approval**

The Parties and their Counsel, agree to use their best efforts to obtain Court approval of this Settlement Agreement, subject, however, to Defendant's right to terminate the Settlement Agreement as provided herein.

#### **VI. Court's Jurisdiction**

The Court shall retain jurisdiction only with respect to implementation and enforcement of the terms of the Settlement Agreement. Nothing herein, including the Court's retention of jurisdiction over the provision of the injunctive relief set forth herein, shall be a basis for any Party, including any Settlement Class Member, to assert personal jurisdiction over any other Party or Settlement Class Member in



the Northern District of Georgia for any Claim premised in whole or in part on the terms of this Settlement Agreement.

## **VII. Admissibility of Settlement Agreement**

This Settlement Agreement shall not be offered or be admissible in evidence in any action or proceeding except: (1) the hearings necessary to obtain and implement Court approval of this Settlement; and (2) any hearing to enforce the terms of this Settlement Agreement or any related order in the Litigation.

## **VIII. Settlement Notices**

Except for the Notice Plans, as provided for above, all other notices or formal communications under this Settlement Agreement must be in writing and given: (1) by hand delivery; (2) by registered or certified mail, return receipt requested, postage pre-paid; or (3) by overnight courier to counsel for the Party to whom notice is directed at the following addresses:

For Plaintiffs and the Settlement Classes:

E. Michelle Drake  
Joseph C. Hashmall  
BERGER MONTAGUE PC  
1229 Tyler Street NE, Suite 205  
Minneapolis, MN 55413

For TURSS:

Michael O'Neil  
Albert E. Hartmann  
REED SMITH LLP

10 South Wacker Drive, 40th Floor  
Chicago, IL 60606

Counsel may designate a change of the person to receive notice or a change of address, from time to time, by giving notice to counsel for Plaintiffs or Defendant, as applicable, in the manner described in this Section.

## **IX. Construction**

None of the Parties to this Settlement Agreement are the primary drafter of this Settlement Agreement or any provision hereof for the purpose of any rule of interpretation or construction that might cause any provision to be construed against the drafter. Except as otherwise stated herein, each substantive term of this Settlement Agreement is a material term that the Parties have relied upon in making this Settlement Agreement. If the Court does not approve any substantive term, or if the Court effects a material change to the Settlement Agreement then the entire Settlement Agreement will be, at the Parties' discretion, void and unenforceable. Where this Settlement Agreement states that a term is not material, then the Court's refusal to approve that term leaves all the other terms of the Settlement Agreement in effect. Before declaring any provision of this Settlement Agreement invalid, the Parties intend that the Court first attempt to construe the provision valid to the fullest extent possible so as to render all provisions of this Settlement Agreement enforceable.

This Settlement Agreement includes the terms set forth in each attached Exhibit. Each Exhibit to this Settlement Agreement is an integral part of it.

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

This Settlement Agreement may not be modified except by a writing executed by all the Parties. Any failure by any Party to insist upon the strict performance by the other Party or Parties of any of the provisions of this Settlement Agreement shall not be deemed a waiver of future performance of the same provisions or of any of the other provisions of this Settlement 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 Settlement Agreement. This Settlement Agreement shall apply to and be binding upon and shall inure to the benefit of the Parties hereto, the Released Parties, and Class Counsel, as well as their respective successors, heirs and assigns.

**X. Execution in Counterparts**

Plaintiffs, Class Counsel, TURSS and TURSS’s counsel may execute this Settlement Agreement in counterparts, and the execution of counterparts shall have the same effect as if all Parties had signed the same instrument.

A Party may sign and deliver this Settlement Agreement by signing on the designated signature block and transmitting that signature page via facsimile or as an attachment to an email to counsel for the other Party. Any such signature shall be deemed an original for purposes of this Settlement Agreement and will be binding upon the Party who transmits the signature page.

This Settlement Agreement shall not be deemed executed until signed by Plaintiffs, by Class Counsel, and by counsel for and representatives of TURSS. The signatories hereto represent that they are fully authorized to consent to all terms of this Settlement Agreement. The Parties agree that the Settlement Class Members are so numerous that it is impossible or impractical to have each execute the Settlement Agreement. The Settlement Agreement may be executed on behalf of the Settlement Classes by the Plaintiffs.

Date: 9/8/2022

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

**PLAINTIFFS:**

DocuSigned by:  
William Hall Jr  
EB563F11BE4D49E...

Chris Robinson

**X. Execution in Counterparts**

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**PLAINTIFFS:**

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

Date: Sep 7, 2022

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William Hall, Jr.

CRobinson  
CRobinson (Sep 7, 2022 14:05 PDT)  
\_\_\_\_\_  
Chris Robinson

Date: Sep 8, 2022

Jennifer Brown  
Jennifer Brown (Sep 8, 2022 08:26 EDT)

Jennifer Brown

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

Patricia McIntyre

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

Kaila Hector

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

William Aird

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

Ramona Belluccia

**ON BEHALF OF TURSS:**

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

Printed Name

Title

**COUNSEL:**

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

E. Michelle Drake  
Joseph C. Hashmall  
BERGER MONTAGUE PC  
1229 Tyler Street NE, Suite 205  
Minneapolis, Minnesota 55413


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

Robert C. Khayat, Jr.  
KHAYAT LAW FIRM  
75 Fourteenth Street, N.E.  
Suite 2750  
Atlanta, Georgia 30309

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

\_\_\_\_\_  
Jennifer Brown

Date: Sep 8, 2022

  
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Patricia McIntyre (Sep 8, 2022 17:55 EDT)  
Patricia McIntyre

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Kaila Hector

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

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William Aird

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

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Ramona Belluccia

**ON BEHALF OF TURSS:**

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

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

\_\_\_\_\_  
Title

**COUNSEL:**

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

\_\_\_\_\_  
E. Michelle Drake  
Joseph C. Hashmall  
BERGER MONTAGUE PC  
1229 Tyler Street NE, Suite 205  
Minneapolis, Minnesota 55413

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

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Robert C. Khayat, Jr.  
KHAYAT LAW FIRM  
75 Fourteenth Street, N.E.  
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Atlanta, Georgia 30309

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

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Jennifer Brown

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

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Patricia McIntyre

Date: 9/8/2022  
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*Kaila Hector*  
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Kaila Hector

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

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William Aird

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

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Ramona Belluccia

**ON BEHALF OF TURSS:**

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

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Printed Name

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Title

**COUNSEL:**

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

\_\_\_\_\_  
E. Michelle Drake  
Joseph C. Hashmall  
BERGER MONTAGUE PC  
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Date: \_\_\_\_\_

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Robert C. Khayat, Jr.  
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Date: \_\_\_\_\_

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Jennifer Brown


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Patricia McIntyre

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Kaila Hector

Date: Sep 8, 2022

  
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William Aird (Sep 8, 2022 11:38 EDT)  
William Aird

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

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Ramona Belluccia

**ON BEHALF OF TURSS:**

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

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Printed Name

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Title

**COUNSEL:**

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

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E. Michelle Drake  
Joseph C. Hashmall  
BERGER MONTAGUE PC  
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Date: \_\_\_\_\_

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Robert C. Khayat, Jr.  
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William Aird

Date: 9/8/2022  
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Ramona Beluccia

**ON BEHALF OF TURSS:**

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

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Printed Name

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Title

**COUNSEL:**

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

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Kaila Hector

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

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William Aird

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

\_\_\_\_\_  
Ramona Belluccia

**ON BEHALF OF TURSS:**

Date: September 9, 2022



\_\_\_\_\_  
Michael O'Neil

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

\_\_\_\_\_  
Title

**COUNSEL:**

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

\_\_\_\_\_  
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Joseph C. Hashmall  
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Kaila Hector

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

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William Aird

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

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Ramona Belluccia

**ON BEHALF OF TURSS:**

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

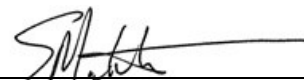
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Printed Name

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Title

**COUNSEL:**

Date: 9/9/2022



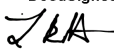
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Joseph C. Hashmall  
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1229 Tyler Street NE, Suite 205  
Minneapolis, Minnesota 55413

Date: 09/09/2022



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Date: 9/8/2022 \_\_\_\_\_

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Craig C. Marchiando  
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ASSOCIATES, P.C  
763 J. Clyde Morris Blvd, Ste 1-A  
Newport News, Virginia 23601

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Casey S. Nash  
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Fairfax, Virginia 22030

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

James A. Francis  
John Soumilas  
Lauren KW Brennan  
FRANCIS MAILMAN SOUMILAS  
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Philadelphia, PA 19103

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

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LLP  
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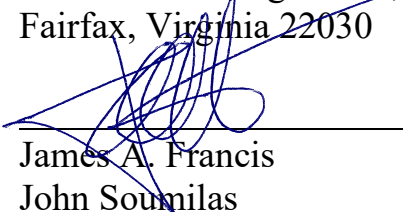
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Kristi C. Kelly  
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Casey S. Nash  
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Date: September 8, 2022

  
\_\_\_\_\_  
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Lauren KW Brennan  
FRANCIS MAILMAN SOUMILAS  
1600 Market St., Suite 2510  
Philadelphia, PA 19103

Date: 09/09/2022

*Gary Blaylock Andrews, Jr.*  
\_\_\_\_\_  
G. Blake Andrews, Jr.  
BLAKE ANDREWS LAW FIRM,  
1831 Timothy Dr.  
Atlanta, GA 30329

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

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

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Craig C. Marchiando  
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ASSOCIATES, P.C  
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Philadelphia, PA 19103


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

\_\_\_\_\_  
G. Blake Andrews, Jr.  
BLAKE ANDREWS LAW FIRM,  
1831 Timothy Dr.  
Atlanta, GA 30329

Date: September 9, 2022

\_\_\_\_\_  
s/ Robert B. Remar (w/ permission)  
Robert B. Remar  
Austin J. Hemmer  
SMITH, GAMBRELL & RUSSELL,  
LLP  
1105 W. Peachtree St. NE  
Suite 1000  
Atlanta, GA 30309

Date: September 9, 2022



Michael O'Neil  
Terence N. Hawley  
Albert E. Hartmann  
Kristen A. DeGrande  
REED SMITH LLP  
10 South Wacker Drive, 40th Floor  
Chicago, IL 60606

**EXHIBIT A**  
Injunctive Relief  
Order

**IN THE UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF GEORGIA  
Atlanta Division**

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**IN RE: TransUnion Rental Screening Solutions,  
Inc. FCRA Litigation**

**No. 1:20-md-02933-JPB  
ALL CASES**

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**[PROPOSED] CONSENT INJUNCTIVE RELIEF ORDER**

On \_\_\_\_\_, 2022, Defendant TransUnion Rental Screening Solutions, Inc. (“TURSS”) and Plaintiffs entered into a Settlement Agreement. On [\_\_\_\_\_], 2023, the Court entered the Final Approval Order.

WHEREAS, Plaintiffs pursued this Litigation to address practices relating to TURSS’s reporting of criminal and landlord-tenant records, as Plaintiffs allege those practices violate the Fair Credit Reporting Act (“FCRA”);

WHEREAS, TURSS contests Plaintiffs’ allegations and denies that it has violated the FCRA, but to resolve this dispute, has agreed to implement certain business practice changes that represent a substantial shift from TURSS’s historical business practices;

WHEREFORE, pursuant to the Settlement Agreement, TURSS, without admitting any of the allegations made by Plaintiffs, consents to the entry of this Injunctive Relief Order:

For purposes of this Injunctive Relief Order, the following terms have the following meanings:

1. “Consumer Report” means a report as defined in 15 U.S.C. § 1681a(d) and delivered to a third party by TURSS.

2. “Criminal Record” means a criminal record, record of being included on a sex offender registry, or any other publicly-available official record of a criminal violation. “Criminal Record” does *not* include Landlord-Tenant records, bankruptcy records, civil violations, licensure records, tax records (including tax liens), civil judgments, or any records related to public registries or lists other than sex offender registries.

3. “Injunctive Relief Termination Date” means two (2) years from the date of the latest implementation of the injunctive relief specified in Paragraphs (a), (b), and (c) of this Injunctive Relief Order.

4. “Landlord-Tenant Records” means any public records involving disputes between landlords and their tenants.

5. “Rule 23(b)(2) Settlement Class” means all individuals in the United States about whom TURSS reported a Criminal Record and/or Landlord-Tenant Record to a third party before the Injunctive Relief Termination Date.

6. “Source” means a particular courthouse, recorder’s office or other government agency responsible for the publication of Landlord-Tenant Records or

providing access to Landlord-Tenant Records, and used by LexisNexis Risk Data Management LLC to gather Landlord-Tenant Records for delivery to TURSS.

7. “Visit” means each date where LexisNexis Risk Data Management LLC or its vendor retrieves a Landlord-Tenant Record from a Source.

8. “Visit Interval” means the average number of days between Visits by Lexis Nexis Risk Data Management LLC to a Source calculated with respect to an assessment timeframe.

The Court hereby orders that TURSS comply as follows:

a. Beginning sixty (60) days from the Effective Date, and for two (2) years thereafter, TURSS will implement matching procedures whereby Criminal Records will not be attributed to any consumer in a Consumer Report unless TURSS matches the following identifying information of the applicant received by TURSS from the applicant and/or its customer at the time of the matching to the following identifying information contained within the public Criminal Record maintained by TURSS at the time of the matching: (i) a qualifying match on name; plus (ii) a qualifying match on date of birth, address or Social Security Number.

b. Beginning sixty (60) days from the Effective Date, and for two (2) years thereafter, TURSS will implement changes in the formatting of its reporting of Landlord-Tenant Records in a Consumer Report to group records relating to a single legal proceeding between a landlord and tenant; and

c. On or before the later of sixty (60) days from (i) the Effective Date or (ii) LexisNexis Risk Data Management LLC's ("LNRDM") delivering the first monthly report described in the Injunctive Relief Order in *Stewart v. LexisNexis Risk Data Management LLC*, Case No. 3:20-cv-00903-JAG (E.D. Va.) ("*Stewart*"), and for two (2) years thereafter, TURSS will implement procedures to reasonably ensure that TURSS, no more than thirty (30) days after TURSS receives a monthly report, if any, from LNRDM, pursuant to LNRDM's obligations under the Injunctive Relief Order entered in *Stewart* on July 27, 2022, that the most recent Visit Interval for a Source is greater than sixty (60) days, does not report Landlord-Tenant Records from that Source in a Consumer Report until it receives a later monthly report from LNRDM that the most recent Visit Interval for that Source is sixty (60) days or less.

d. Any action by TURSS determined by TURSS in good faith to be reasonably necessary to comply with any federal, state or local law, enactment, regulation or judicial ruling shall not constitute a violation of this Order.

e. This Injunctive Relief Order shall not in any way impose any obligation, duty or responsibility on TURSS, or create a right on behalf of the Rule 23(b)(2) Settlement Class or any other person, beyond what is described in this Order.

**IT IS SO ORDERED**

ENTERED this \_\_\_\_ day of \_\_\_\_\_, 2023.

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Hon. J.P. Boulee  
U.S. District Judge



**EXHIBIT B**  
Preliminary  
Approval Order

**IN THE UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF GEORGIA  
Atlanta Division**

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**IN RE: TransUnion Rental Screening Solutions,  
Inc. FCRA Litigation**

**No. 1:20-md-02933-JPB  
ALL CASES**

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**ORDER PRELIMINARILY APPROVING CLASS ACTION  
SETTLEMENT, CERTIFYING CONDITIONAL SETTLEMENT CLASSES,  
APPOINTING CLASS COUNSEL, APPROVING AND DIRECTING  
NOTICE PLANS, APPOINTING SETTLEMENT ADMINISTRATOR**

WHEREAS, the Court has been advised that certain of the Parties to the coordinated and/or consolidated lawsuits in the above-captioned proceedings (“the Litigation”), Plaintiffs William Hall Jr, Chris Robinson, Jennifer Brown, Patricia McIntyre, Kaila Hector, William Aird, and Ramona Belluccia, on behalf of themselves and all others similarly situated (hereinafter referred to as “Plaintiffs”), and TransUnion Rental Screening Solutions, Inc. (“Defendant” or “TURSS”) (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 Litigation 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 Litigation. The date for such hearing will be at least 114 days from the date of the entry of the Order Scheduling Final Fairness Hearing, with such Order to be requested for entry by the Parties after the Rule 23(b)(3) Class List is agreed upon.

**IT IS HEREBY ORDERED:**

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

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

All individuals in the United States about whom TURSS reported a Criminal Record and/or Landlord-Tenant Record to a third party from November 7, 2016 through the Injunctive Relief Termination Date.

3. **PRELIMINARY CERTIFICATION OF RULE 23(b)(2) SETTLEMENT CLASS** — The Court preliminarily finds that the Litigation and

Rule 23(b)(2) Settlement 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 Rule 23(b)(2) Settlement Class (“Rule 23(b)(2) Settlement 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 Rule 23(b)(2) Settlement Class Members,;
- C. The claims of the Plaintiffs are typical of the claims of the Rule 23(b)(2) Settlement Class Members;
- D. The Plaintiffs and Class Counsel have fairly and adequately represented and protected the interests of all of the Rule 23(b)(2) Settlement Class Members; and
- E. Defendant had acted on grounds generally applicable to the Rule 23(b)(2) Settlement Class as a whole. The Litigation arises from Defendant’s practices concerning the matching of Criminal Records to subjects of Consumer Reports, and the reporting of the status of Landlord-Tenant Records. While Defendant maintains that it has always acted in compliance with the law, the fact that the Settlement Agreement, once finally approved by this Court, and the Consent Injunctive Relief Order is entered, modifies Defendant’s conduct as to

the Rule 23(b)(2) Settlement Class as a whole makes it appropriate for certification under Rule 23(b)(2). Any individual claims that Rule 23(b)(2) Settlement 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 Rule 23(b)(2) Settlement 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 ante as of September 8, 2022.

5. **RULE 23(b)(3) SETTLEMENT CLASS** — Pursuant to Fed. R. Civ.

P. 23(b)(3), the Litigation is hereby preliminarily certified, for settlement purposes only, as a class action on behalf of the following Rule 23(b)(3) Settlement Class:

(i) all individuals about whom TURSS reported a Criminal Record to a third party between November 7, 2016 and January 1, 2022 when TURSS had in its possession information about the age of the offender in the record where such age information indicated that the offender was older than the subject of the report based on the subject of the report's date of birth at the time of the report;

(ii) all individuals about whom TURSS reported a Criminal Record to a third party between May 14, 2019 and January 1, 2022, where at least one of the Criminal Records included in the report were derived from any jurisdiction in California, Florida, Texas, or Utah and did not contain a date of birth, Social Security Number, or street address associated with the criminal record;

(iii) all individuals about whom TURSS reported a Landlord-Tenant Record to a third party between May 14, 2019 and January 1, 2022 from any jurisdiction in Virginia or Pennsylvania but where subsequent review of public records by Class Counsel show that TURSS did not report a satisfaction, appeal, vacatur, dismissal, withdrawal, or other favorable disposition of such record that was recorded in the jurisdiction's public docket at least sixty (60) days prior to the date of the TURSS report containing such Landlord-Tenant Record;

(iv) all individuals from whom TURSS has a record of receiving a dispute between May 14, 2019 and January 1, 2022 related to TURSS's reporting of a Landlord-Tenant Record that TURSS categorized as "action date dispute," "case type/outcome dispute," "judgment amount dispute," or "other," and where the resolution was categorized as "data modified," "data removed," "data suppressed," or "no record available"; and,

(v) all individuals from whom TURSS has a record of receiving a dispute between May 14, 2021 and January 1, 2022 related to TURSS's reporting of a Criminal Record that TURSS categorized as "record does not match," and where the resolution was categorized as "data suppressed."

6. The Parties currently estimate that there are approximately 90,000 members of the Rule 23(b)(3) Settlement Class (“Rule 23(b)(3) Settlement Class Members”). The exact number of Rule 23(b)(3) Settlement Class Members will be determined through the preparation of the Class List, as described in the Settlement Agreement.

7. **PRELIMINARY CERTIFICATION OF RULE 23(b)(3) SETTLEMENT CLASS** — The Court preliminarily finds that the Litigation and Rule 23(b)(3) Settlement Class satisfy the applicable prerequisites for class action treatment under Fed. R. Civ. P. 23. Namely, the Court preliminarily finds that:

- A. The Rule 23(b)(3) Settlement 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 Rule 23(b)(3) Settlement Class Members, which predominate over any individual questions;
- C. The claims of the Plaintiffs are typical of the claims of the Rule 23(b)(3) Settlement Class Members;
- D. The Plaintiffs and Class Counsel have fairly and adequately represented and protected the interests of all of the Rule 23(b)(3) Settlement Class Members; and
- E. The Court finds that as to this Rule 23(b)(3) Settlement 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 Rule 23(b)(3) Settlement 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 ante as of September 8, 2022.

9. **CLASS REPRESENTATIVE APPOINTMENT** — Pursuant to Fed. R. Civ. P. 23, the Court preliminarily certifies Plaintiffs William Hall, Jr., Chris Robinson, Jennifer Brown, Patricia McIntyre, Kaila Hector, William Aird, and Ramona Bellucia, as the class representatives for the Rule 23(b)(2) Settlement Class. The Court further preliminarily certifies Plaintiffs William Hall, Jr., Chris Robinson, Jennifer Brown, Patricia McIntyre, Kaila Hector, William Aird, and Ramona Bellucia as the class representatives for the Rule 23(b)(3) Settlement Class. The Court finds that the Plaintiffs have no interests that are adverse or antagonistic to the interests of the Rule 23(b)(2) Settlement Class or the Rule 23(b)(3) Settlement Class. Both the Plaintiffs and the Rule 23(b)(2) Settlement Class Members share the



common interest of obtaining certain rights and benefits concomitant with Defendant's practices concerning the matching of Criminal Records to the subject of the Consumer Report, and the reporting of the statuses of Landlord-Tenant Records. Each Rule 23(b)(3) Settlement Class Member will benefit from the Settlement Fund, from which payments of any Court-approved attorneys' fees, costs and the Settlement Administrator's expenses. The proposed settlement also preserves the right of Rule 23(b)(3) Settlement Class Members to opt out of the monetary relief settlement and preserves the right of all Rule 23(b)(2) Settlement Class Members to bring individual suits for actual damages or punitive damages if they wish.

10. **CLASS COUNSEL APPOINTMENT** — Having considered the work Class Counsel has done in identifying and investigating potential claims in this Litigation, counsel's experience in handling class actions, other complex litigation, and claims of the type asserted in this Litigation, counsel's knowledge of the applicable law, and the resources counsel will commit to representing the classes, the following attorneys are designated Class Counsel under Rule 23(g)(1): E. Michelle Drake and Joseph C. Hashmall of Berger Montague PC , Leonard Bennett, Craig Marchiando of Consumer Litigation Associates, P.C., Kristi Kelly and Andrew Guzzo of Kelly Guzzo PLC, , James Francis, John Soumilas, Lauren KW Brennan of Francis Mailman Soumilas P.C., and Robert C. Khayat, Jr, of Khayat Law Firm.

11. **THIRD-PARTY SETTLEMENT ADMINISTRATOR** — The Parties have proposed JND Legal Administration as the Settlement Administrator

for the Rule 23(b)(2) and Rule 23(b)(3) 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 JND Legal Administration as the Settlement Administrator, to assist and provide professional guidance in the implementation of the Notice Plans and other aspects of the settlement administration. JND Legal Administration 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 Notice Plans proposed in the Settlement Agreement and the notices of class action settlement, attached as Exhibits E-H 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 to

reach a significant number of class members and is otherwise proper under Rule 23(e)(1).

Based on the foregoing, the Court hereby approves the Notice Plans developed by the Parties and the Settlement Administrator and directs that they be implemented according to the Settlement Agreement and the Notice Plans attached as exhibits thereto. The Court finds that the Notice Plans constitute reasonable notice under Rule 23(e)(1) and satisfies due process. The cost of the notice plans shall be paid according to the terms of the Settlement Agreement.

13. **EXCLUSIONS FROM RULE 23(b)(3) SETTLEMENT CLASS AND OBJECTIONS TO THE RULE 23(b)(3) SETTLEMENT** — As soon as practicable but no later than seven (7) days from the entry of the Order Scheduling Final Fairness Hearing, the Settlement Administrator will send the notice to each Rule 23(b)(3) Settlement Class Member identified on the Class List pursuant to the terms of the Settlement Agreement. No later than three (3) days before the Final Fairness Hearing in this Litigation, the Settlement Administrator will file proof of the distribution of Notice with the Court.

A. Any proposed Rule 23(b)(3) Settlement Class Member who desires to be excluded from the Rule 23(b)(3) Settlement Class must send a written request for exclusion to the Settlement Administrator with a postmark date no later than ninety-three (93) days from the entry of the Order Scheduling Final Fairness Hearing. Any proposed Rule 23(b)(3) Settlement Class Member who submits a valid and timely request for exclusion shall not be bound by the terms of the Settlement

Agreement. To be valid, the proposed Rule 23(b)(3) Settlement Class Member's opt-out request must contain the proposed Rule 23(b)(3) Settlement Class Member's name, original signature, current postal address, and current telephone number, and a statement that the Settlement Class Member wants to be excluded from the Rule 23(b)(3) Settlement Class by the Rule 23(b)(3) Opt-Out & Objection Deadline. An opt-out request must not purport to opt out of the Rule 23(b)(3) Settlement 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 in are invalid.

- B. Any Rule 23(b)(3) Settlement Class Member who does not opt out who wishes to object to the Rule 23(b)(3) Settlement may do so by sending the objection to the Settlement Administrator, postmarked no later than ninety-three (93) days from the entry of the Order Scheduling Final Fairness Hearing.
- C. Any objection must include all of the following:
  - i. The caption of the Litigation;
  - ii. The objecting Rule 23(b)(3) Settlement Class Member's name, address, and telephone number; and
  - iii. A written statement detailing the specific basis for each objection, signed by the Settlement Class Member.
- D. An objection submitted through an attorney must contain in addition:

- i. The identity, mailing address, email address, fax number, phone number for the counsel by whom the Rule 23(b)(3) Settlement Class Member is represented;
- ii. A statement of whether the objecting Rule 23(b)(3) Settlement 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 Rule 23(b)(3) Settlement Class Member wishes to bring to the Court's attention and any evidence the objecting Rule 23(b)(3) Settlement Class Member wishes to introduce in support of the objection.

E. TURSS or any Plaintiff 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 Rule 23(b)(3) Settlement 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 Rule 23(b)(3) 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 awards to the Named Plaintiffs.

H. Rule 23(b)(3) Settlement Class members who submit exclusions may not object to the Settlement.

14. **OBJECTIONS TO THE RULE 23(B)(2) SETTLEMENT** — Any individual Rule 23(b)(2) Settlement 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 ninety-three (93) days from entry of the Order Scheduling Final Fairness Hearing. Objections may only be made by an individual Rule 23(b)(3) Settlement Class Member on his or her 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. The caption of the Litigation;
- ii. The objector's name, address, and telephone number; and
- iii. A written statement detailing the specific basis for each objection.

B. An objection submitted through an attorney must contain in addition:

- i. The identity, mailing address, email address, fax number, phone number for the counsel by whom the Rule 23(b)(2) Settlement Class Member is represented;
- ii. A statement of whether the objecting Rule 23(b)(2) Settlement 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 Rule 23(b)(2) Settlement Class Member wishes to bring to the Court's attention and any evidence the objecting Rule 23(b)(2) Settlement Class Member wishes to introduce in support of the objection.

C. TURSS or any Plaintiff may respond to an objection.

D. Any objector to the Rule 23(b)(2) 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 Litigation, 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' cases; 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; and the limited amount of any potential total recovery for Settlement Class Members if the Litigation continued.

16. **FINAL APPROVAL** — The Court shall conduct a hearing (hereinafter referred to as the "Final Fairness Hearing") 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 Litigation with prejudice, terminating all lawsuits coordinated or consolidated within the above-captioned proceedings, and releasing the Rule 23(b)(2) Released Claims and Rule 23(b)(3) Released Claims against the Released Parties; and
- D. To discuss and review other issues as the Court deems appropriate.

17. The date for such hearing will be at least 114 days from the date of the entry of the Order Scheduling Final Fairness Hearing, with such Order to be requested for entry by the Parties after the Rule 23(b)(3) Class List is agreed upon.

18. 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.

19. Applications for attorneys' fees and reimbursement of costs and expenses by Class Counsel shall be filed with the Court no later than thirty (30) days prior to the Objections Deadlines for both Settlement Classes. 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.

20. The Court may (i) approve the Settlement Agreement, with modifications to the Settlement Agreement that alter in any way the Parties' rights or duties as may be agreed to by the Parties, without further notice; and (ii) adjourn the final approval 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. The Court retains exclusive jurisdiction over the Litigation to consider all further matters arising out of or in connection with the proposed Settlement.

21. The Court retains continuing and exclusive jurisdiction over the Litigation 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. J.P. BOULEE  
UNITED STATES DISTRICT JUDGE

**EXHIBIT C**  
Order Scheduling  
Final Approval  
Hearing

**IN THE UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF GEORGIA  
Atlanta Division**

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**IN RE: TransUnion Rental Screening Solutions,  
Inc. FCRA Litigation**

**No. 1:20-md-02933-JPB  
ALL CASES**

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**ORDER SCHEDULING FINAL FAIRNESS HEARING**

Pursuant to the Court's Preliminary Approval Order in the above-captioned matter, the Parties have now notified the Court that the Rule 23(b)(3) Class List process has been completed and the List is agreed upon, and therefore the Court now ORDERS that a Final Approval Hearing should and will be held on [date to be at least 114 days following date of this Scheduling Order], at [ ] .m., 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 Litigation. The Parties are to direct the Settlement Administrator to insert this Hearing date and time as appropriate in the notices, and to implement the Notice Plans to the Settlement Classes accordingly.

**It is SO ORDERED.**

Dated: \_\_\_\_\_

\_\_\_\_\_  
HON. J.P. BOULEE  
UNITED STATES DISTRICT JUDGE

**EXHIBIT D**  
Final Approval  
Order

**IN THE UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF GEORGIA  
Atlanta Division**

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**IN RE: TransUnion Rental Screening Solutions,  
Inc. FCRA Litigation**

**No. 1:20-md-02933-JPB  
ALL CASES**

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**ORDER GRANTING  
FINAL APPROVAL OF CLASS ACTION SETTLEMENT, CERTIFYING  
SETTLEMENT CLASSES, AND TERMINATING ALL ACTIONS**

Plaintiffs William Hall Jr, Chris Robinson, Jennifer Brown, Patricia McIntyre, Kaila Hector, William Aird, and Ramona Belluccia, on behalf of themselves and all others similarly situated (hereinafter referred to as “Plaintiffs”), have 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 Plaintiffs’ 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 Representatives, the Settlement Classes, and Defendants.

**RULE 23(b)(2) SETTLEMENT CLASS**

3. In the Preliminary Approval Order, this Court previously certified, for settlement purposes only, a Rule 23(b)(2) Settlement Class defined as follows:

All individuals in the United States about whom TURSS reported a Criminal Record and/or Landlord-Tenant Record to a third party from November 7, 2016 through the Injunctive Relief Termination Date.

4. Certification of the Rule 23(b)(2) Settlement Class is hereby reaffirmed as a final Rule 23(b)(2) 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 Rule 23(b)(2) Settlement Class.

5. In the Preliminary Approval Order, this Court previously appointed Plaintiffs as class representatives, and hereby reaffirms that appointment, finding, on the record before it, that Plaintiffs have and continue to adequately represent the Rule 23(b)(2) Settlement Class Members.

**RULE 23(b)(3) SETTLEMENT CLASS**

6. In the Preliminary Approval Order, this Court previously certified, for settlement purposes only, a Rule 23(b)(3) Settlement Class defined as follows:

(i) all individuals about whom TURSS reported a Criminal Record to a third party between November 7, 2016 and January 1, 2022 when TURSS had in its possession information about the age of the offender in the record where such age information indicated that the offender was older than the subject of the report based on the subject of the report's date of birth at the time of the report;

(ii) all individuals about whom TURSS reported a Criminal Record to a third party between May 14, 2019 and January 1, 2022, where at least one of the Criminal Records included in the report were derived from any jurisdiction in California, Florida, Texas, or Utah and did not contain a date of birth, Social Security Number, or street address associated with the criminal record;

(iii) all individuals about whom TURSS reported a Landlord-Tenant Record to a third party between May 14, 2019 and January 1, 2022 from any jurisdiction in Virginia or Pennsylvania but where subsequent review of public records by Class Counsel show that TURSS did not report a satisfaction, appeal, vacatur, dismissal, withdrawal, or other favorable disposition of such record that was recorded in the jurisdiction's public docket at least sixty (60) days prior to the date of the TURSS report containing such Landlord-Tenant Record;

(iv) all individuals from whom TURSS has a record of receiving a dispute between May 14, 2019 and January 1, 2022 related to TURSS's reporting of a Landlord-Tenant Record that TURSS categorized as "action date dispute," "case type/outcome dispute," "judgment amount dispute," or "other," and where the resolution was

categorized as “data modified,” “data removed,” “data suppressed,” or “no record available”; and,

(v) all individuals from whom TURSS has a record of receiving a dispute between May 14, 2021 and January 1, 2022 related to TURSS’s reporting of a Criminal Record that TURSS categorized as “record does not match,” and where the resolution was categorized as “data suppressed.”

7. Certification of the Rule 23(b)(3) Settlement 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 Rule 23(b)(3) Settlement Class.

8. In the Preliminary Approval Order, this Court previously appointed Plaintiffs as class representatives for the Rule 23(b)(3) Settlement Class and hereby reaffirms that appointment, finding on the record before it, that Plaintiffs have and continue to adequately represent the Rule 23(b)(3) Settlement Class Members.

9. **CLASS COUNSEL APPOINTMENT** — In the Preliminary Approval Order, this Court previously appointed Leonard Bennett, Craig Marchiando of Consumer Litigation Associates, P.C., Kristi Kelly and Andrew Guzzo of Kelly Guzzo PLC, E. Michelle Drake and Joseph C. Hashmall of Berger Montague PC, James Francis, John Soumilas, Lauren KW Brennan of Francis Mailman Soumilas P.C., and Robert C. Khayat, Jr, of Khayat Law Firm 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 Rule 23(b)(2) Settlement Class and the Rule 23(b)(3) Settlement Class 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 Rule 23(b)(2) Settlement Class Members, and those Rule 23(b)(3) Settlement Class Members who did not opt out; (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 Rule 23(b)(2) Settlement Class and members of the Rule 23(b)(3) Settlement Class 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 Rule 23(b)(3) Settlement 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 Plaintiffs' 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 Rule 23(b)(3) Settlement Class, being bound by the Settlement Agreement, including the 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 and all lawsuits consolidated and/or coordinated 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 and all lawsuits consolidated and/or coordinated within the above-captioned proceeding are hereby dismissed with prejudice and terminated, and shall not be remanded to any transferor court. Except as otherwise provided herein or in the Settlement Agreement, such dismissals and terminations shall occur without costs to Plaintiffs or Defendants. All Rule 23(b)(2) Settlement Class Members are hereby enjoined from, asserting on other than an individual basis, e.g., using the class action device or on a mass, aggregate, or multi-plaintiff basis, to assert Rule 23(b)(2) Settlement Class Released Claims against any Released Party arising on or before the Injunctive Relief Termination Date and such claims may only be asserted on an individual basis. All Rule 23(b)(3) Settlement Class Members hereby release all Released Parties for Rule 23(b)(3) Released Claims, and are hereby enjoined from instituting, maintaining, or prosecuting, either directly or indirectly, any lawsuit or Claim that asserts Rule 23(b)(3) Released Claims.

15. Pursuant to the Settlement Agreement, as of the Effective Date, Plaintiffs, the Rule 23(b)(2) Settlement Class Members, and the Rule 23(b)(3) Settlement Class Members shall be deemed to have fully, finally, and forever released and discharged the Released Parties from any and all Rule 23(b)(2) Released Claims and/or Rule 23(b)(3) Released Claims, respectively, as each of those terms are defined in the Settlement Agreement.

16. The Settlement Agreement contemplates that, following entry of this Order, the Court will enter the Parties' Consent Injunctive Relief Order, which the Court will separately enter later today.

17. **ATTORNEYS' FEES, COSTS, AND SERVICE AWARDS** –

Pursuant to Fed. R. Civ. P. 23(h), Class Counsel applied to the Court for an award of attorneys' fees, and costs.

18. 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.

19. The Court, having reviewed the declarations, exhibits, and memoranda submitted in support of the request for attorneys' fees and reimbursement of costs, approves an award of attorneys' fee and costs to Class Counsel in the amount of \$\_\_\_\_\_ and \$\_\_\_\_\_, respectively. The Court finds these amounts are reasonable and appropriate under all circumstances presented.

20. The Settlement Administrator is further approved to reimburse its reasonable costs from the Settlement Fund prior to the distribution to the Rule 23(b)(3) Settlement Class Members.

21. The Settlement Administrator is directed to distribute the balance of the Settlement Fund to participating Rule 23(b)(3) Settlement Class Members as expressly set forth in the Settlement Agreement. Should funds remain for *cy pres* distribution, the parties' selected organizations, the Southern Center for Human Rights and Inclusiv, are approved to each receive 50% of 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 or Trans Union LLC in the Northern District of Georgia 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. J.P. BOULEE  
UNITED STATES DISTRICT JUDGE

**EXHIBIT E**  
Rule 23(b)(2)  
Internet Notice

UNITED STATES DISTRICT COURT FOR NORTHERN DISTRICT OF GEORGIA

## **POLICY SETTLEMENT NOTICE**

### **Renters who had a Tenant Screening Report prepared on them by TransUnion Rental Screening may be affected by a class action settlement**

*A federal court authorized this notice.  
This is not a solicitation from a lawyer. You are not being sued.*

- There is a proposed settlement in a class action lawsuit against TransUnion Rental Screening Solutions, Inc. (“TURSS” or “Defendant”) regarding its procedures reporting certain criminal and landlord-tenant records. TURSS denies it did anything wrong.
- You are included in the Policy Settlement Class if TURSS reported or reports a Criminal Record and/or Landlord-Tenant Record about you to a third party at any point between November 7, 2016 and the Injunctive Relief Termination Date, which will be two years after the policy changes required by the settlement are implemented.
- As part of the settlement, TURSS will make changes to its reporting practices (the “Policy Settlement”). The Policy Settlement does not include any payments to Policy Settlement Class Members.
- A separate settlement provides money to renters who meet criteria of several Class Groups and who were also affected by TURSS’s reporting practices (the “Money Settlement”). Class Members in the Money Settlement should have received a personalized notice by mail/email. To learn more about both settlements, visit [www.xxxx.com](http://www.xxxx.com).
- Your legal rights are affected by the proposed settlement even if you do nothing.
- Your rights and options in the Policy Settlement — and the deadlines to exercise them — are explained in this notice. Please read this entire notice carefully.
- The Money Settlement Notice is available at [www.xxxx.com](http://www.xxxx.com).

**QUESTIONS? CALL TOLL-FREE 1-800-000-000 OR VISIT [www.xxxx.com](http://www.xxxx.com)**

| <b>YOUR LEGAL RIGHTS AND OPTIONS IN THE POLICY SETTLEMENT</b> |   |
|---|---|
| <b>Do Nothing</b>   | <ul style="list-style-type: none"><li>• Receive benefits</li><li>• Give up your right to sue TURSS in a class action lawsuit for the claims resolved by the settlement</li><li>• Keep your right to sue TURSS on an <i>individual</i> basis (see Question 17)</li></ul> |
| <b>Object by xxxxx</b>  | <ul style="list-style-type: none"><li>• Write to the Court about why you do not like the proposed settlement (see Question 13)</li></ul>  |
| <b>Request to appear by xxxxx</b>                             | <ul style="list-style-type: none"><li>• Ask to speak in Court about the fairness of the proposed settlement (see Questions 14-16)</li></ul>   |

QUESTIONS? CALL TOLL-FREE 1-800-000-000 OR VISIT [www.xxxx.com](http://www.xxxx.com)



**WHAT THIS NOTICE CONTAINS**

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**QUESTIONS? CALL TOLL-FREE 1-800-000-000 OR VISIT [www.XXXX.com](http://www.XXXX.com)**

## BASIC INFORMATION

### 1. Does this Notice apply to me?

You are included in the Policy Settlement Class if TURSS reported or reports a Criminal Record and/or Landlord-Tenant Record about you to a third party at any point between November 7, 2016 and the Injunctive Relief Termination Date, which will be two years after the policy changes required by the settlement are implemented.

A Court authorized this notice to inform you about the proposed settlement and your rights. Before any final judgment is entered, the Court will have a hearing to decide whether to approve the settlement. This notice is only a summary of the proposed settlement. More details about the proposed settlement, the date when appeals are no longer allowed and the settlement is final, deadlines for certain actions, and your options are available in a longer document called the Settlement Agreement. You can get a copy of the Settlement Agreement by visiting [www.xxxxx.com](http://www.xxxxx.com).

The lawsuit is known as *In re: TransUnion Rental Screening Solutions, Inc. FCRA Litigation*, No. 1:20-md-02933-JPB. Judge J.P. Boulee of the United States District Court for the Northern District of Georgia is overseeing the case. The people who sued are called “Plaintiffs;” the company that they sued, TransUnion Rental Screening Solutions, Inc. or TURSS, is called the “Defendant.”

### 2. What is this lawsuit about?

The lawsuit claims that the TURSS failed to maintain reasonable procedures to ensure maximum possible accuracy in its reporting of Criminal Records and/or Landlord-Tenant Records. Plaintiffs claim that Defendant’s alleged practices violated the federal Fair Credit Reporting Act (“FCRA”). TURSS denies that it did anything wrong.

The Court did not decide whether either side was right or wrong. Instead, both sides agreed to the settlement to resolve the case and provide benefits to Policy Settlement Class Members.

### 3. Why is this a class action?

Class actions try to bring similar claims in one case and in one court. In a class action, the plaintiffs who bring the case are called “Class Representatives” or “Named Plaintiffs.” They have their names listed in the title of the case. They sue on behalf of themselves and people who have similar claims — called the Class or Class Members — which in this case may include you. The Class Representative filed this case as a proposed class action. When the parties reached this proposed settlement, the Court had not decided whether the case could be a class action.

### 4. Why is there a proposed settlement?

The Court has not decided which side is right or wrong in this case. Instead, both sides agreed to

QUESTIONS? CALL TOLL-FREE 1-800-000-000 OR VISIT [www.xxxx.com](http://www.xxxx.com)

a settlement to avoid the costs and risks of a lengthy trial and appeals process.

To settle the matter, the Plaintiffs and Defendant participated in a process called mediation. This is a formal way parties get together to see if they can resolve disputes with the help of a court-approved professional, called a mediator. An experienced mediator conducted lengthy sessions with the parties in this matter. The Class Representatives and the lawyers representing the Class think the proposed settlement is best for all Class Members.

## WHO IS INCLUDED IN THE POLICY SETTLEMENT?

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

You are included in the Policy Settlement Class if TURSS reported or reports a Criminal Record and/or Landlord-Tenant Record about you to a third party at any point between November 7, 2016 and the Injunctive Relief Termination Date, which will be two years after the policy changes required by the settlement are implemented.

### 6. What if I am not sure whether I am included in the Class?

If you are still not sure whether you are included in the Policy Settlement Class, you can call toll-free [insert telephone number], email [email address], or visit [www.xxxxx.com](http://www.xxxxx.com) for more information.

## THE PROPOSED POLICY SETTLEMENT BENEFITS

### 7. What benefits does the proposed settlement provide?

If the settlement is approved and becomes final, it will provide injunctive relief benefits to all Policy Settlement Class Members. An injunction occurs when a court orders a person or company to do or not to do something. In this case, the Court ordered TURSS to change its business practices. The settlement requires TURSS, at its expense, to design, implement, and maintain specific and substantial procedures that address the lawsuit's concerns about TURSS's reporting of criminal and landlord-tenant records.

Changes to TURSS's business practices will include:

- implementing matching procedures whereby Criminal Records will not be attributed to any consumer in a Consumer Report unless TURSS matches the following identifying information of the applicant received by TURSS from the applicant and/or its customer at the time of the matching to the following identifying information contained within the public Criminal Record maintained by TURSS at the time of the matching: (i) a qualifying match on name; plus (ii) a qualifying match on date of birth, address or Social Security Number;
- implement changes in the formatting of its reporting of Landlord-Tenant Records in a Consumer Report to group records relating to a single legal proceeding between a landlord and

QUESTIONS? CALL TOLL-FREE 1-800-000-000 OR VISIT [www.xxxx.com](http://www.xxxx.com)

tenant

- implementation of changes to reasonably ensure that TURSS does not report Landlord-Tenant Records from sources that are visited less frequently than every sixty days

Judge Boulee will supervise and enforce these changes. The specific terms of these changes are included in the Settlement Agreement, a copy of which is available at [www.xxxxx.com](http://www.xxxxx.com).

TURSS also agreed to pay Plaintiffs' lawyers for their attorneys' fees and costs and settlement administration costs.

Class Members do not have to pay or buy anything to benefit from the changes in business practices provided by the Settlement Agreement.

### **8. When will the proposed settlement go into effect?**

The Court will hold a final approval hearing on [xxxxxx](http://www.xxxxx.com), to decide whether to approve the proposed settlement. Even if the Court approves the proposed settlement, there could be appeals to the Court's decision. The time for an appeal varies and could take more than a year. Please be patient.

The date when all appeals are completed, and the proposed settlement becomes final, is called the Effective Date. You can visit the settlement website at [www.xxxxx.com](http://www.xxxxx.com) to check on the progress of the Court-approval process.

The change in business practices will remain in effect for two (2) years from the **Effective Date**. During that time, the Court will continue to oversee the policy change and enforce the Settlement Agreement terms.

### **9. How does the proposed settlement affect my rights?**

If the Court approves the proposed settlement, you will give up your right to sue TURSS in a *class action* for claims relating in any way to:

- 1) TURSS's alleged failure to report up to date Landlord-Tenant Records; or
- 2) TURSS's reporting of multiple Landlord-Tenant Report items that pertain to a single landlord-tenant court proceeding; or
- 3) TURSS's alleged mis-attribution of a Criminal Record to a person to whom it did not belong.

This is called "releasing" your claims. You will keep your right to file an *individual* lawsuit for damages. TURSS will have the right to deny it is responsible for damages.

More details are explained in the Settlement Agreement available at [www.xxxxx.com](http://www.xxxxx.com).

You may not opt-out of the Policy Settlement. The Court's decisions in this case will apply to you

**QUESTIONS? CALL TOLL-FREE 1-800-000-000 OR VISIT [www.xxxx.com](http://www.xxxx.com)**

even if you object to the settlement or have any other claim, lawsuit, or proceeding pending against TURSS relating to the same claims. If you have any questions about the release, visit [www.xxxxx.com](http://www.xxxxx.com) for more information or consult with a lawyer (*See* Question 11).

**10. Can I choose not to be in the proposed settlement?**

No. The proposed settlement requires TURSS to change its business practices and implement procedures to benefit all Class Members equally. As explained in Question 7, this type of benefit is injunctive. Therefore, under this type of class action, you cannot exclude yourself from the Class or this proposed settlement.

However, as explained in Question 9, you still have the right to file an *individual* lawsuit against TURSS for your damages and have your case and TURSS's defenses heard in court.

**THE LAWYERS REPRESENTING YOU**

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

Yes. The Court approved the following firms as "Class Counsel" to represent you and other Class Members:

- Berger Montague PC,
- Khayat Law Firm,
- Consumer Litigation Associates, P.C.,
- Kelly Guzzo PLC,
- Francis Mailman Soumilas P.C., and
- Blake Andrews Law Firm.

You will not be charged for these lawyers. You may hire your own lawyer, if you so choose, but you will be responsible for paying your attorney's fees and expenses. You can contact Class Counsel at [email and phone](#).

**12. How will the lawyers be paid?**

You will not be charged for Class Counsel. You will not have to pay any of their fees and expenses. Class Counsel will ask the Court to approve attorneys' fees in an amount not to exceed \$3,833,333, plus out-of-pocket expenses, for their time and effort spent on this case.

**OBJECTING TO THE PROPOSED SETTLEMENT**

**13. How do I tell the Court if I do not agree with the proposed settlement?**

If you are a Class Member, then you can object to the proposed settlement if you do not like any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views before deciding whether to approve the settlement.

**QUESTIONS? CALL TOLL-FREE 1-800-000-000 OR VISIT [www.xxxx.com](http://www.xxxx.com)**

To object, you must mail your objection letter to:

XXXXXXXXXX

Your objection letter must be postmarked no later than XXXXXXXX.

Your objection letter must include all of the following:

- The name of the case: *In re: TransUnion Rental Screening Solutions, Inc. FCRA Litigation*;
- Your name, address, and telephone number;
- A written statement detailing the specific basis for each objection; and
- Your signature.

If you are submitting an objection through your attorney, in addition to the above information, your objection must include:

- Your attorney's name, mailing address, email address, fax number, and phone number;
- A written statement saying whether you intend to appear at the final approval hearing; and
- A written statement about why you object, including any legal and factual support that you wish to bring to the Court's attention and any evidence you wish to introduce in support of the objection.

You may also appear at the final approval hearing, either in person or through your own attorney. If you intend to have a lawyer present, then your lawyer must enter a written Notice of Appearance of Counsel with the Court no later than XXXXXX. If you appear through your own lawyer, you are responsible for paying that lawyer.

For more information about the final approval hearing, see Questions 14-16 below.

If you do not follow the process outlined above, you will not be allowed to object, appear at the final approval hearing, or appeal the final approval of the proposed settlement, the dismissal of the case, or the Court's award of attorneys' fees and costs to Class Counsel.

## THE COURT'S FINAL APPROVAL HEARING

### **14. When and where will the Court decide whether to finally approve the proposed settlement?**

The Court will hold a final approval hearing to decide whether to approve the proposed settlement. You may attend and you may ask to speak, but you do not have to. Class Counsel will appear at the hearing on behalf of the Class.

The hearing will be on **date time and location**, before Judge Boulee, in the United States District Court for the Northern District of Georgia.

QUESTIONS? CALL TOLL-FREE 1-800-000-000 OR VISIT [www.XXXX.com](http://www.XXXX.com)

At the hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them and will listen to people who have asked to speak at the hearing. The Court may also decide how much to award Class Counsel. After the hearing, the Court will decide whether to finally approve the proposed settlement. There may be appeals after that. We do not know how long these decisions will take.

The Court may change the date of the final approval hearing without further notice to the Class or may decide to conduct the hearing using remote means. Please check the settlement website, [www.xxxxx.com](http://www.xxxxx.com), for updates on the hearing date, the court-approval process, and the Effective Date.

**15. Do I have to come to the hearing?**

No. Class Counsel will answer any questions the Court may have. However, you are welcome to come at your own expense. You may also pay your own lawyer to attend, but it is not necessary.

If you send an objection, you do not have to come to Court to talk about it. As long as you mailed your written objection on time and it includes the required information, the Court will consider it.

**16. May I speak at the hearing?**

You or your lawyer may ask the Court for permission to speak at the final approval hearing. To do so, you must tell the Court in your objection letter that you or your lawyer would like to speak at the hearing. You must also follow the process outlined in Question 13. You cannot speak at the hearing if you do not follow this procedure.

**IF YOU DO NOTHING**

**17. What happens if I do nothing at all?**

You are not required to do anything to get the settlement benefits. If the Court approves the proposed settlement, then you will be bound by the Court's final judgment and the released claims explained in the Settlement Agreement.

**GETTING MORE INFORMATION**

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

This notice is only a summary of the proposed settlement. More details about the proposed settlement, the date when appeals are no longer allowed and when the settlement is final, deadlines for certain actions, and your options are available in a longer document called the Settlement Agreement.

You can get a copy of Settlement Agreement at [www.xxxx.com](http://www.xxxx.com). The website also provides answers to commonly asked questions, plus other information to help you determine whether you

**QUESTIONS? CALL TOLL-FREE 1-800-000-000 OR VISIT [www.xxxx.com](http://www.xxxx.com)**

are a Class Member. In addition, key documents in the case will be posted on the website.

You also may write with questions to the Settlement Administrator at x, P.O. Box 0000, City, ST 00000, email xxx, or call the toll-free number, 1-800-000-0000.

**Do not write or call the judge or any court personnel concerning this lawsuit or notice.**

**QUESTIONS? CALL TOLL-FREE 1-800-000-000 OR VISIT [www.xxxx.com](http://www.xxxx.com)**



**EXHIBIT F**  
Rule 23(b)(3)  
Mail Notices

Age Mismatch  
Group - Non Felony,  
Sex Offense

Court-Ordered Legal Notice

**Renters who had a Tenant  
Screening Report prepared  
on them by TransUnion  
Rental Screening may be  
affected by a class action  
settlement**

Records indicate you qualify to receive a payment from an \$11,500,000 Settlement.

*Para una notificación en Español, llamar xxxxxx  
o visitar [www.RentalScreeningSettlement.com](http://www.RentalScreeningSettlement.com)*

Settlement Administrator

ADDRESS  
ADDRESS

First-Class  
Mail  
US Postage  
Paid  
Permit #\_\_



Postal Service: Please do not mark barcode

Notice ID: «Claimant ID»  
Confirmation Code: «Code»

«First1» «Last1»  
«C/O»  
«Addr1» «Addr2»  
«City», «St» «Zip»

**What is this about?** A proposed settlement has been reached in a class action lawsuit against TransUnion Rental Screening Solutions, Inc. (“TURSS” or “Defendant”) regarding its procedures reporting certain criminal records and/or landlord-tenant records.

**Am I affected?** TURSS's records indicate you are a Class Member within the Age Mismatch Group. This means, between November 7, 2016 and January 1, 2022, TURSS reported a Criminal Record about you to a third party that did not belong to you, even though TURSS had age information that indicated the offender was older than you were at the time of the report based on your date of birth. Class Counsel's review of TURSS records indicates that the record TURSS reported about you was a misdemeanor or other non-felony non-sex offense violation.

**What does the settlement provide?** The settlement establishes an \$11,500,000 Settlement Fund for payments to eligible Class Members, after payment of attorneys' fees and the cost for settlement administration. The parties estimate Class Members in the Age Mismatch Group will each receive approximately \$xx. If you believe the record TURSS misreported about you was for a more serious offense than Class Counsel determined, you may seek an *additional* amount from the Settlement Fund. Go to [www.RentalScreeningSettlement.com](http://www.RentalScreeningSettlement.com) to request to review the information TURSS reported about you. The settlement also establishes changes to TURSS's business practices that will benefit all Class Members.

**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 would like to request an *additional* payment, you may complete the attached form or go to [www.RetailScreeningSettlement.com](http://www.RetailScreeningSettlement.com) to get a form to make that request. If your address changes, please email [xxxxxx](mailto:xxxxxx) to provide an updated address. All such requests will be reviewed by Class Counsel to determine the offense level.

**Your other rights.** Even if you do nothing, you will be bound by the Court's decision. If you want to keep your right to sue TURSS, you must exclude yourself from the settlement by [REDACTED]. If you stay in the settlement but do not agree with the terms, you may object to it by [REDACTED].

**The Hearing.** The Court will hold a hearing on [REDACTED] to consider whether to approve the settlement and a request for attorneys' fees in an amount not to exceed \$3,833,333, plus out-of-pocket expenses. The Court appointed Berger Montague PC, Khayat Law Firm, Consumer Litigation Associates, P.C., Kelly Guzzo PLC, Francis Mailman Soumilas P.C., and Blake Andrews Law Firm to represent the Class 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 [REDACTED].

**For more information: Call [REDACTED] or visit [www.RentalScreeningSettlement.com](http://www.RentalScreeningSettlement.com)**

## **Additional Share Request**

**INSERT MAIL MERGE**

**To receive an additional share of payment, sign below and mail your request, or submit online at [www.RentalScreeningSettlement.com](http://www.RentalScreeningSettlement.com), by**

**[REDACTED]**

The incorrect Criminal Record TURSS reported on me was for a felony or sex offense.

I declare the statement above is correct.

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

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

Phone Number: \_\_\_\_\_

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

SSN (last 4): \_\_\_\_\_

Your check will be sent to the same address as this postcard. To change the mailing address for your check, write the new address on the Address Change Form or go to [www.RentalScreeningSettlement.com](http://www.RentalScreeningSettlement.com).

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

Current Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



**Address Change Form**

To make sure your information remains up-to-date in our records, please confirm your address by filling in the above information and depositing this postcard in the U.S. Mail.

JND Legal Administration  
Attn: x Settlement  
P.O. BOX xxxxx  
Seattle, WA 98111





Age Mismatch  
Group - Felony,  
Sex Offense

Court-Ordered Legal Notice

**Renters who had a Tenant  
Screening Report prepared  
on them by TransUnion  
Rental Screening may be  
affected by a class action  
settlement**

Records indicate you qualify to receive a payment from an \$11,500,000 Settlement.

*Para una notificación en Español, llamar xxxxxx  
o visitar [www.RentalScreeningSettlement.com](http://www.RentalScreeningSettlement.com)*

Settlement Administrator

ADDRESS  
ADDRESS

First-Class  
Mail  
US Postage  
Paid  
Permit #\_\_



Postal Service: Please do not mark barcode

Notice ID: «Claimant ID»  
Confirmation Code: «Code»  
«First1» «Last1»  
«C/O»  
«Addr1» «Addr2»  
«City», «St» «Zip»

**What is this about?** A proposed settlement has been reached in a class action lawsuit against Trans Union Rental Screening Solutions, Inc. ("TURSS" or "Defendant") regarding its procedures reporting certain criminal records and/or landlord-tenant records.

**Am I affected?** TURSS's records indicate you are a Class Member within the Age Mismatch Group. This means, between November 7, 2016 and January 1, 2022, TURSS reported a Criminal Record about you to a third party that did not belong to you, even though TURSS had age information that indicated the offender was older than you were at the time of the report based on your date of birth. TURSS records also indicate that the record TURSS reported about you was for a felony or sex offense.

**What does the settlement provide?** The settlement establishes an \$11,500,000 Settlement Fund for payments to eligible Class Members, after payment of attorneys' fees and the cost for settlement administration. The parties estimate Class Members in the Age Mismatch Group who had felonies or sex offenses attributed to them will each receive approximately \$xx. The settlement also establishes changes to TURSS's business practices that will benefit all Class Members.

**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 your address changes, please email xxxxxx to provide an updated address.

**Your other rights.** Even if you do nothing, you will be bound by the Court's decision. If you want to keep your right to sue TURSS, you must exclude yourself from the settlement by [redacted]. If you stay in the settlement but do not agree with the terms, you may object to it by [redacted].

**The Hearing.** The Court will hold a hearing on xxxxxxxx to consider whether to approve the settlement and a request for attorneys' fees in an amount not to exceed \$3,833,333, plus out-of-pocket expenses. The Court appointed Berger Montague PC, Khayat Law Firm, Consumer Litigation Associates, P.C., Kelly Guzzo PLC, Francis Mailman Soumilas P.C., and Blake Andrews Law Firm to represent the Class 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 [redacted].

**For more information: Call xxxxxx or visit [www.RentalScreeningSettlement.com](http://www.RentalScreeningSettlement.com)**

State Criminal  
Group

Court-Ordered Legal Notice

**Renters who had a Tenant  
Screening Report prepared  
on them by TransUnion  
Rental Screening may be  
affected by a class action  
settlement**

Records indicate you qualify to receive a payment from an \$11,500,000 Settlement.

*Para una notificación en Español, llamar xxxxxx  
o visitar [www.RentalScreeningSettlement.com](http://www.RentalScreeningSettlement.com)*

Settlement Administrator

ADDRESS  
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First-Class  
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What is this about? A proposed settlement has been reached in a class action lawsuit against Trans Union Rental Screening Solutions, Inc. ("TURSS" or "Defendant") regarding its procedures reporting certain criminal records and/or landlord-tenant records.

**Am I affected?** TURSS's records indicate you are a Class Member within the State Criminal Group. This means between May 14, 2019 and January 1, 2022, TURSS provided a report to a third party about you which contained at least one criminal record from a jurisdiction in California, Florida, Texas, or Utah, and did not contain a date of birth, Social Security Number, or street address associated with the criminal record.

**What does the settlement provide?** The settlement establishes an \$11,500,000 Settlement Fund for payments to eligible Class Members, after payment of attorneys' fees and the cost for settlement administration. The parties estimate Class Members in the State Criminal Group will each receive approximately \$ XXXX. The settlement also establishes changes to TURSS's business practices that will benefit all Class Members.

**How Do I Get a Payment?** As a member of the State Criminal Group, you must return a Claim Form by XXXX confirming that the criminal record TURSS reported was not yours. All claims will be evaluated and verified by reference to the original criminal record. If the criminal record TURSS reported was accurate, do not submit a Claim Form. If you would like to see the information TURSS reported, make a request at [www.RentalScreeningSettlement.com](http://www.RentalScreeningSettlement.com). Complete and return the attached Claim Form or submit a Claim Form online at [www.RentalScreeningSettlement.com](http://www.RentalScreeningSettlement.com) by XXXX.

**Your Other Rights.** Even if you do nothing, you will be bound by the Court's decision. If you want to keep your right to sue TURSS, you must exclude yourself from the settlement by [REDACTED]. If you stay in the settlement but do not agree with the terms, you may object to it by [REDACTED].

**The Hearing.** The Court will hold a hearing on xxxxxxxx to consider whether to approve the settlement and a request for attorneys' fees in an amount not to exceed \$3,833,333, plus out-of-pocket expenses. The Court appointed Berger Montague PC, Khayat Law Firm, Consumer Litigation Associates, P.C., Kelly Guzzo PLC, Francis Mailman Soumilas P.C., and Blake Andrews Law Firm to represent the Class 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 [REDACTED].

**For more information: Call xxxxxxxx or visit [www.RentalScreeningSettlement.com](http://www.RentalScreeningSettlement.com)**

**Claim Form**

INSERT MAIL MERGE

To receive a payment, sign below and mail your Claim Form, or submit online at [www.RentalScreeningSettlement.com](http://www.RentalScreeningSettlement.com), by \_\_\_\_\_.

The Criminal Record TURSS reported on me was not mine.

I declare the statement above is correct.

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

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

Phone Number: \_\_\_\_\_

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

SSN (last 4): \_\_\_\_\_

In addition to returning this form, you may also submit additional information about your claim, such as any documentation you may have showing the charges are not yours, at [www.RentalScreeningSettlement.com](http://www.RentalScreeningSettlement.com).

Your check will be sent to the same address as this postcard. To change the mailing address for your check, write the new address on the Address Change Form or go to [www.RentalScreeningSettlement.com](http://www.RentalScreeningSettlement.com).

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

Current Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Place  
Stamp  
Here

**Address Change Form**

To make sure your information remains up-to-date in our records, please confirm your address by filling in the above information and depositing this postcard in the U.S. Mail.

JND Legal Administration  
Attn: x Settlement  
P.O. BOX xxxxx  
Seattle, WA 98111



State Eviction  
Group

Court-Ordered Legal Notice

Settlement Administrator

ADDRESS  
ADDRESS

First-Class  
Mail  
US Postage  
Paid  
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**Renters who had a Tenant  
Screening Report prepared  
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Rental Screening may be  
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Records indicate you qualify to receive a payment from an \$11,500,000 Settlement.

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o visitar [www.RentalScreeningSettlement.com](http://www.RentalScreeningSettlement.com)*



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Notice ID: «Claimant ID»  
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«Addr1» «Addr2»  
«City», «St» «Zip»

**What is this about?** A proposed settlement has been reached in a class action lawsuit against Trans Union Rental Screening Solutions, Inc. ("TURSS" or "Defendant") regarding its procedures reporting certain criminal records and/or landlord-tenant records.

**Am I affected?** TURSS's records indicate you are a Class Member within the State Eviction Group. This means, between May 14, 2019 and January 1, 2022, TURSS reported a Landlord-Tenant Record from Virginia or Pennsylvania on you to a third party that did not report a satisfaction, appeal, vacatur, dismissal, withdrawal, or other favorable disposition of such record that was recorded in the public docket at least 60 days prior to the date of TURSS's Landlord-Tenant Record report.

**What does the settlement provide?** The settlement establishes an \$11,500,000 Settlement Fund for payments to eligible Class Members, after payment of attorneys' fees and the cost for settlement administration. The parties estimate Class Members in the State Eviction Group will each receive approximately \$xx. The settlement also establishes changes to TURSS's business practices that will benefit all Class Members.

**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 your address changes, please email xxxxxx to provide an updated address.

**Your other rights.** Even if you do nothing, you will be bound by the Court's decision. If you want to keep your right to sue TURSS, you must exclude yourself from the settlement by [redacted]. If you stay in the settlement but do not agree with the terms, you may object to it by [redacted].

**The Hearing.** The Court will hold a hearing on xxxxxxxx to consider whether to approve the settlement and a request for attorneys' fees in an amount not to exceed \$3,833,333, plus out-of-pocket expenses. The Court appointed Berger Montague PC, Khayat Law Firm, Consumer Litigation Associates, P.C., Kelly Guzzo PLC, Francis Mailman Soumilas P.C., and Blake Andrews Law Firm to represent the Class 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 [redacted].

**For more information: Call xxxxxx or visit [www.RentalScreeningSettlement.com](http://www.RentalScreeningSettlement.com)**

Eviction Disputes  
Group

Court-Ordered Legal Notice

**Renters who had a Tenant  
Screening Report prepared  
on them by TransUnion  
Rental Screening may be  
affected by a class action  
settlement**

Records indicate you qualify to receive a payment from an \$11,500,000 Settlement.

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Settlement Administrator

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**What is this about?** A proposed settlement has been reached in a class action lawsuit against Trans Union Rental Screening Solutions, Inc. ("TURSS" or "Defendant") regarding its procedures reporting certain criminal records and/or landlord-tenant records.

**Am I affected?** TURSS's records indicate you are a Class Member within the Eviction Disputes Group. This means, between May 14, 2019 and January 1, 2022, TURSS received a dispute from you related to TURSS's reporting of a Landlord-Tenant Record that TURSS categorized as "action date dispute," "case type/outcome dispute," "judgment amount dispute," or "other" and where the resolution was categorized as "data modified," "data removed," "data suppressed," or "no record available."

**What does the settlement provide?** The settlement establishes an \$11,500,000 Settlement Fund for payments to eligible Class Members, after payment of attorneys' fees and the cost for settlement administration. The parties estimate Class Members in the Eviction Disputes Group will each receive approximately \$xx. The settlement also establishes changes to TURSS's business practices that will benefit all Class Members.

**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 your address changes, please email xxxxxx to provide an updated address.

**Your other rights.** Even if you do nothing, you will be bound by the Court's decision. If you want to keep your right to sue TURSS, you must exclude yourself from the settlement by [REDACTED]. If you stay in the settlement but do not agree with the terms, you may object to it by [REDACTED].

**The Hearing.** The Court will hold a hearing on xxxxxxxx to consider whether to approve the settlement and a request for attorneys' fees in an amount not to exceed \$3,833,333, plus out-of-pocket expenses. The Court appointed Berger Montague PC, Khayat Law Firm, Consumer Litigation Associates, P.C., Kelly Guzzo PLC, Francis Mailman Soumilas P.C., and Blake Andrews Law Firm to represent the Class 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 [REDACTED].

**For more information: Call xxxxxx or visit [www.RentalScreeningSettlement.com](http://www.RentalScreeningSettlement.com)**

Criminal Disputes  
Group

Court-Ordered Legal Notice

Settlement Administrator

ADDRESS  
ADDRESS

First-Class  
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US Postage  
Paid  
Permit #\_\_

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**What is this about?** A proposed settlement has been reached in a class action lawsuit against Trans Union Rental Screening Solutions, Inc. ("TURSS" or "Defendant") regarding its procedures reporting certain criminal records and/or landlord-tenant records.

**Am I affected?** TURSS's records indicate you are a Class Member within the Criminal Disputes Group. This means, between May 14, 2021 and January 1, 2022, TURSS received a dispute from you related to TURSS's reporting of a Criminal Record that TURSS categorized as "record does not match," and where the resolution was categorized as "data suppressed."

**What does the settlement provide?** The settlement establishes an \$11,500,000 Settlement Fund for payments to eligible Class Members, after payment of attorneys' fees and the cost for settlement administration. The parties estimate Class Members in the Criminal Disputes Group will each receive approximately \$xx. The settlement also establishes changes to TURSS's business practices that will benefit all Class Members.

**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 your address changes, please email xxxxxx to provide an updated address.

**Your other rights.** Even if you do nothing, you will be bound by the Court's decision. If you want to keep your right to sue TURSS, you must exclude yourself from the settlement by [redacted]. If you stay in the settlement but do not agree with the terms, you may object to it by [redacted].

**The Hearing.** The Court will hold a hearing on xxxxxxxx to consider whether to approve the settlement and a request for attorneys' fees in an amount not to exceed \$3,833,333, plus out-of-pocket expenses. The Court appointed Berger Montague PC, Khayat Law Firm, Consumer Litigation Associates, P.C., Kelly Guzzo PLC, Francis Mailman Soumilas P.C., and Blake Andrews Law Firm to represent the Class 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 [redacted].

**For more information: Call xxxxxx or visit [www.RentalScreeningSettlement.com](http://www.RentalScreeningSettlement.com)**

## Reminder Notice

## REMINDER NOTICE

File a Claim Form now to get a payment in the \$11,500,000 Settlement with TransUnion Rental Screening Solutions, Inc. ("TURSS" or "Defendant").

## CLAIM FORM DEADLINE IS

---

Settlement Administrator

ADDRESS  
ADDRESS

First-Class  
Mail  
US Postage  
Paid  
Permit #\_\_



Postal Service: Please do not mark barcode

Notice ID: «Claimant ID»  
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«C/O»  
«Addr1» «Addr2»  
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## REMINDER NOTICE

You previously received notice of a proposed settlement in a class action lawsuit regarding TURSS's procedures reporting certain criminal records and/or landlord-tenant records.

This is a reminder that as a member of the State Criminal Group, you must return a Claim Form by **XXXX** confirming that the criminal record TURSS reported on you was not yours. If the criminal record TURSS reported was accurate, do not submit a Claim Form. If you would like to see the information TURSS reported on you, make a request at [www.RentalScreeningSettlement.com](http://www.RentalScreeningSettlement.com).

To receive your payment, complete and return the attached Claim Form or submit a Claim Form online at [www.RentalScreeningSettlement.com](http://www.RentalScreeningSettlement.com) by **XXXX**.

**For more information: Call xxxxxx or visit  
[www.RentalScreeningSettlement.com](http://www.RentalScreeningSettlement.com)**

**Claim Form**

**INSERT MAIL MERGE**

**To receive a payment, sign below and mail your Claim Form, or submit online at [www.RentalScreeningSettlement.com](http://www.RentalScreeningSettlement.com), by \_\_\_\_\_.**

The Criminal Record TURSS reported on me was not mine.

I declare the statement above is correct.

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

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

Phone Number: \_\_\_\_\_

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

SSN (last 4): \_\_\_\_\_

In addition to returning this form, you may also submit additional information about your claim, such as any documentation you may have showing the charges are not yours, at [www.RentalScreeningSettlement.com](http://www.RentalScreeningSettlement.com).

Your check will be sent to the same address as this postcard. To change the mailing address for your check, write the new address on the Address Change Form or go to [www.RentalScreeningSettlement.com](http://www.RentalScreeningSettlement.com).

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

Current Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



**Address Change Form**

To make sure your information remains up-to-date in our records, please confirm your address by filling in the above information and depositing this postcard in the U.S. Mail.

JND Legal Administration  
Attn: x Settlement  
P.O. BOX xxxxx  
Seattle, WA 98111



**EXHIBIT G**  
Rule 23(b)(3)  
Internet  
Notice

UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF GEORGIA

## **MONEY SETTLEMENT NOTICE**

### **Renters who had a Tenant Screening Report prepared on them by TransUnion Rental Screening may be affected by a class action settlement**

*A federal court authorized this notice.*

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

- There is a proposed settlement in a class action lawsuit against TransUnion Rental Screening Solutions, Inc. (“TURSS” or “Defendant”) regarding its procedures reporting certain criminal and landlord-tenant records. TURSS denies it did anything wrong.
- You are included in the proposed settlement if you fit the criteria of one or more of Class Groups described in Question 1 of this notice.
- The settlement will provide \$11,500,000 to pay eligible Class Member benefits, any Court-approved attorneys’ fees and costs, and settlement administration expenses (the “Money Settlement”). Some Class Members will be paid automatically. Others will need to file a claim to be paid.
- If you are a Class Member in the Money Settlement, you are also a Class Member in a separate settlement in which TURSS agreed to make changes to its reporting practices (the “Policy Settlement”). There is no money available for Class Members in the Policy Settlement. To learn more about both settlements, visit [www.RentalScreeningSettlement.com](http://www.RentalScreeningSettlement.com).
- Your legal rights are affected by the proposed settlement even if you do nothing.
- Your rights and options in the Money Settlement — and the deadlines to exercise them — are explained in this notice. Please read this entire notice carefully.
- The Policy Settlement Notice is available at [www.RentalScreeningSettlement.com](http://www.RentalScreeningSettlement.com).

**QUESTIONS? CALL TOLL-FREE 1-800-000-000 OR VISIT [www.RentalScreeningSettlement.com](http://www.RentalScreeningSettlement.com)**

| <b>YOUR LEGAL RIGHTS AND OPTIONS IN THE MONEY SETTLEMENT</b>   |  |
|--|--|
| <p>There are several Class Groups in the Money Settlement.<br/>The personal notice sent by mail/email will tell you which Class Group(s) you are in.</p> |  |
| <p><b>Do Nothing</b></p>   | <ul style="list-style-type: none"> <li>• Automatically receive a payment</li> </ul> <p><b><u>EXCEPTIONS:</u></b></p> <ul style="list-style-type: none"> <li>○ Class Members in the <b>State Criminal Group</b> must file a claim to receive a payment</li> <li>○ Class Member in the <b>Age Mismatch Group</b> must file a claim to request <i>additional</i> payments</li> </ul> <ul style="list-style-type: none"> <li>• Give up your right to sue TURSS for the same claims resolved by this settlement</li> </ul>  |
| <p><b>State Criminal Group and Age Mismatch Groups ONLY</b></p> <p><b>Submit a Claim by</b><br/><b>XXXX</b></p>  | <p><b><u>State Criminal Group ONLY</u></b></p> <ul style="list-style-type: none"> <li>• Submit a Claim Form to receive a payment — You must confirm that the Criminal Record TURSS reported on you was not yours</li> </ul> <p>If the Criminal Record TURSS reported is correct, do not return a Claim Form. You can ask to see the information TURSS reported on you at <a href="http://www.RentalScreeningSettlement.com">www.RentalScreeningSettlement.com</a>.</p> <p><b><u>Age Mismatch Group ONLY</u></b></p> <ul style="list-style-type: none"> <li>• Submit a Claim Form for an <i>additional payment</i> if the Criminal Record reported on you was a felony or sex offense but was not categorized as such on the personalized notice you received by mail/email.</li> </ul> |
| <p><b>Exclude Yourself by</b><br/><b>xxxxxx</b></p>  | <ul style="list-style-type: none"> <li>• Receive no money</li> <li>• Keep certain rights to file a separate lawsuit against TURSS —</li> </ul>   |
| <p><b>Object by</b><br/><b>xxxxxxxxxx</b></p>  | <ul style="list-style-type: none"> <li>• Write to the Court about why you do not like the proposed settlement</li> </ul>   |
| <p><b>Request to appear by</b><br/><b>xxxxxx</b></p>   | <ul style="list-style-type: none"> <li>• Ask to speak in Court about the fairness of the proposed settlement</li> </ul>  |

QUESTIONS? CALL TOLL-FREE 1-800-000-000 OR VISIT [www.RentalScreeningSettlement.com](http://www.RentalScreeningSettlement.com)

## WHAT THIS NOTICE CONTAINS

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QUESTIONS? CALL TOLL-FREE 1-800-000-000 OR VISIT [www.RentalScreeningSettlement.com](http://www.RentalScreeningSettlement.com)

## BASIC INFORMATION

### 1. Does this Notice apply to me?

You are a member of the Money Settlement Class in this case if you meet the criteria for one or more of the following Class Groups:

**Age Mismatch Group.** Between November 7, 2016 and January 1, 2022, TURSS reported a Criminal Record about you to a third party that did not belong to you, even though TURSS had age information that indicated the offender was older than you were at the time of the report based on your date of birth.

**State Criminal Group.** Between May 14, 2019 and January 1, 2022, TURSS provided a report to a third party about you which contained at least one Criminal Record from a jurisdiction in California, Florida, Texas, or Utah, and did not contain a date of birth, Social Security Number, or street address associated with the Criminal Record.

**State Eviction Group.** Between May 14, 2019 and January 1, 2022, TURSS reported a Landlord-Tenant Record from any jurisdiction in Virginia or Pennsylvania to a third party that did not report a satisfaction, appeal, vacatur, dismissal, withdrawal, or other favorable disposition of such record that was recorded in the jurisdiction's public docket at least 60 days prior to the date of TURSS's Landlord-Tenant Record report.

**Eviction Disputes Group.** Between May 14, 2019 and January 1, 2022, TURSS received a dispute from you related to TURSS's reporting of a Landlord-Tenant Record that TURSS categorized as "action date dispute," "case type/outcome dispute," "judgment amount dispute," or "other" and where the resolution was categorized as "data modified," "data removed," "data suppressed," or "no record available."

**Criminal Disputes Group.** Between May 14, 2021 and January 1, 2022, TURSS received a dispute from you related to TURSS's reporting of a Criminal Record that TURSS categorized as "record does not match," and where the resolution was categorized as "data suppressed."

If you are a member of the Money Settlement Class, you are also a member of the Policy Settlement Class, which includes all individuals in the United States about whom TURSS reported or reports a Criminal Record and/or Landlord-Tenant Record to a third party from November 7, 2016 through the Injunctive Relief Termination Date, which will be two years from the date on which the agreed policy changes are fully implemented. Go to [www.xxxxx.com](http://www.xxxxx.com) to learn more about the Policy Settlement.

A Court authorized this notice to inform you about the proposed settlement and your rights. Before any final judgment is entered, the Court will have a hearing to decide whether to approve the settlement. This notice is only a summary of the proposed settlement. More details about the proposed settlement, the date when appeals are no longer allowed and the settlement is final, deadlines for certain actions, and your options are available in a longer document called the

QUESTIONS? CALL TOLL-FREE 1-800-000-000 OR VISIT [www.RentalScreeningSettlement.com](http://www.RentalScreeningSettlement.com)

Settlement Agreement. You can get a copy of the Settlement Agreement by visiting [www.RentalScreeningSettlement.com](http://www.RentalScreeningSettlement.com).

The lawsuit is known as *In re TransUnion Rental Screening Solutions, Inc. FCRA Litigation*, No. 1:20-md-02933-JPB. Judge J.P. Boulee of the United States District Court for the Northern District of Georgia is overseeing the case. The people who sued are called “Plaintiffs;” the company that they sued, TransUnion Rental Screening Solutions, Inc. or TURSS, is called “Defendant.”

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

The lawsuit claims that TURSS failed to maintain reasonable procedures to ensure maximum possible accuracy in its reporting of certain Criminal and/or Landlord-Tenant Records. Plaintiffs claim that Defendant’s alleged practices violated the federal Fair Credit Reporting Act (“FCRA”). TURSS denies it did anything wrong.

The Court did not decide whether either side was right or wrong. Instead, both sides agreed to the settlement to resolve the case and provide benefits to Class Members.

## **3. Why is this a class action?**

Class actions try to bring similar claims in one case and in one court. In a class action, the plaintiffs who bring the case are called “Class Representatives” or “Named Plaintiffs.” They have their names listed in the title of the case. They sue on behalf of themselves and people who have similar claims — called the Class or Class Members — which in this case may include you. The Class Representatives filed this case as a proposed class action. When the parties reached this proposed settlement, the Court had not decided whether the case could be a class action.

## **4. Why is there a proposed settlement?**

The Court has not decided which side is right or wrong in this case. Instead, both sides agreed to a settlement to avoid the costs and risks of a lengthy trial and appeals process.

To settle the matter, the Plaintiffs and Defendant participated in a process called mediation. This is a formal way parties get together to see if they can resolve disputes with the help of a court-approved professional, called a mediator. An experienced mediator conducted lengthy sessions with the parties in this matter. The Class Representatives and the lawyers representing the Class think the proposed settlement is best for all Class Members.

### **WHO IS INCLUDED IN THE MONEY SETTLEMENT?**

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

You are included in the Money Settlement Class if you fit one or more of the Class Groups included in Question 1. If you are unsure whether you are Money Settlement Class Member, or which

**QUESTIONS? CALL TOLL-FREE 1-800-000-000 OR VISIT [www.RentalScreeningSettlement.com](http://www.RentalScreeningSettlement.com)**

Group you are a member of, you may call toll-free [insert telephone number], email **email address** or visit [www.RentalScreeningSettlement.com](http://www.RentalScreeningSettlement.com) for more information.

## THE PROPOSED MONEY SETTLEMENT BENEFITS

### 6. What benefits does the proposed settlement provide?

TURSS has agreed to pay \$11,500,000 (the “Settlement Class Fund”) for the benefit of the Money Settlement Class. Payments will be made by check to each Money Settlement Class Member. The amount of each check will depend on the number of individuals that remain in the Money Settlement Class, the number of forms returned, and the Court’s decision with respect to attorneys’ fees and costs, and settlement administration expenses.

If you are a member of the Money Settlement Class, and fall in any Class Group *other than the State Criminal Group*, you are entitled to receive a payment from the Settlement Class Fund described above, as long as you do not exclude yourself from the settlement. With the exception of the State Criminal Group and some members of the Age Mismatch-Group, eligible Money Settlement Class Members do not need to do anything to receive a cash payment. If the settlement is finally approved, and you do not exclude yourself, you will automatically receive a payment.

If you are in the **State Criminal Group**, you must return a Claim Form, postmarked by **xxxx** to receive a payment. The Claim Form requires you to confirm that the Criminal Record TURSS reported was not yours. If the Criminal Record reported was correct, do not return a Claim Form. To review the information TURSS reported about you to determine whether it was accurate, go to [www.RentalScreeningSettlement.com](http://www.RentalScreeningSettlement.com) to make a request.

If you are in the **Age Mismatch Group**, you are not required to return a Claim Form to receive a payment. However, if the record that was reported about you was a felony or a sex offense but has not been so identified by Class Counsel, you may return a Claim Form by **xxxx** to receive the *additional* payment available for those circumstances.

The Settlement Class Fund will be allocated according to Settlement Shares. Class Members will receive shares based on the Class Group they belong. Each Class Member’s payment will be determined by dividing the amount remaining in the Settlement Fund after the Court-approved deductions for attorneys’ fees and costs, and settlement administration costs in proportion to each Class Member’s allocated Settlement Shares. Settlement Shares will be allocated to Class Members as follows:

QUESTIONS? CALL TOLL-FREE 1-**800-000-000** OR VISIT [www.RentalScreeningSettlement.com](http://www.RentalScreeningSettlement.com)

| Money Settlement Class Groups   | Settlement Shares |
|---|-------------------|
| <ul style="list-style-type: none"> <li>• Age Mismatch Group (Felonies and Sex Offenses and Sex Offender records)</li> <li>• State Criminal Group Valid Claimants (Felonies and Sex Offenses and Sex Offender records)</li> <li>• Criminal Disputes Group</li> </ul> | 10                |
| <ul style="list-style-type: none"> <li>• Age Mismatch Group (Misdemeanors, Non-Felonies, Non-Sex Offenses)</li> <li>• State Criminal Group Valid Claimants (Misdemeanors, Non-Felonies, Non-Sex Offenses)</li> <li>• Eviction Disputes Group</li> </ul>             | 2                 |
| <ul style="list-style-type: none"> <li>• State Eviction Group</li> </ul>  | 1                 |

Your check will be mailed to the address appearing in TURSS’s records. If your address has changed or is changing, you may contact the Settlement Administrator at [XXXXXXXXXX](#).

Money Settlement Class Members will also benefit from the Policy Settlement. The Policy Settlement requires TURSS, at its expense, to design, implement, and maintain specific, substantial procedures that address the lawsuit’s concerns about the reporting of Criminal and Landlord-Tenant records. All Class Members will receive the benefit from these changes in business practices. More details about the changes in business practice are available at [www.RentalScreeningSettlement.com](http://www.RentalScreeningSettlement.com).

**7. When will the proposed settlement go into effect?**

The Court will hold a fairness hearing on [XXXXXX](#), to decide whether to approve the proposed settlement. Even if the Court approves the proposed settlement, there could be appeals to the Court’s decision. The time for an appeal varies and could take more than a year. Please be patient.

The date when all appeals are completed, and the proposed settlement becomes final, is called the Effective Date. You can visit the settlement website at [www.RentalScreeningSettlement.com](http://www.RentalScreeningSettlement.com) to check on the progress of the Court-approval process.

The change in business practices will remain in effect for two (2) years from the **Effective Date**. During that time, the Court will continue to oversee the policy change and enforce the Settlement Agreement terms.

**QUESTIONS? CALL TOLL-FREE 1-[800-000-000](tel:800-000-000) OR VISIT [www.RentalScreeningSettlement.com](http://www.RentalScreeningSettlement.com)**



**8. If I am a member of the Money Settlement Class, when will I get my settlement check?**

Payments will be made to Money Settlement Class Members after the Court grants “final approval” to the settlement and after all appeals are resolved. It is always uncertain whether appeals can be resolved and resolving them can take time. Please be patient. You can visit [www.RentalScreeningSettlement.com](http://www.RentalScreeningSettlement.com) after [REDACTED] to check on the progress of the Court-approval process.

**9. How does the proposed settlement affect my rights?**

If you do not exclude yourself from the Money Settlement Class, you will be eligible to receive a payment from the Money Settlement, but you will *not* be able to sue TURSS *at all* for any claim under the FCRA, or any state equivalent, relating to the accuracy of TURSS’s reporting of Criminal or Landlord-Tenant Records during the dates for your Class Group listed in Question 1. All of the Court’s orders will apply to you and legally bind you. You will agree to a “Release of Claims,” stated below, which describes exactly the legal claims that you will give up:

All claims that were or could have been asserted by Plaintiffs in the Litigation under the FCRA or any state equivalent relating to the accuracy of TURSS’s reporting of Criminal Records or Landlord-Tenant Records. The Money Settlement Released Claims include claims for relief of any kind, including but not limited to relief pursuant to Sections 1681n or 1681o of the FCRA or any provisions of state equivalents providing for relief, claims for actual damages, statutory damages, punitive damages, nominal damages, injunctive relief, attorneys’ fees, costs, or any other relief of any kind whatsoever.

You can opt-out from the Money Settlement Class as described in Question 10. However, if you decide to exclude yourself from the Money Settlement Class, you will still remain a member of the Policy Settlement Class. You may not opt-out of the Policy Settlement.

The Court’s decisions in this case will apply to you even if you object to the settlement or have any other claim, lawsuit, or proceeding pending against TURSS relating to the same claims. If you have any questions about the release, visit [www.RentalScreeningSettlement.com](http://www.RentalScreeningSettlement.com) for more information or consult with a lawyer.

**10. Can I choose not to be in the proposed settlement?**

Yes, you may exclude yourself from the Money Settlement Class. If you do not want to remain a member of the Money Settlement Class, but you want to maintain your right to sue or continue to sue TURSS for actual damages on your own, you must take steps to exclude yourself from the Money Settlement Class. This is sometimes referred to as “opting out” of the Settlement Class. Opting out gives you the right to bring your own lawsuit but does not guarantee that your own lawsuit will be successful.

To exclude yourself from the Money Settlement Class, you must send a written request for

**QUESTIONS? CALL TOLL-FREE 1-800-000-000 OR VISIT [www.RentalScreeningSettlement.com](http://www.RentalScreeningSettlement.com)**

exclusion to the Settlement Administrator at the address below:

xxxxxxx

To be valid, the proposed opt-out request must contain:

- Your name, original signature, current postal address, and current telephone number, and
- A statement that you want to be excluded from the Money Settlement Class in *In re TransUnion Rental Screening Solutions, Inc. FCRA Litigation*.

You cannot exclude yourself by telephone or by e-mail. You also cannot exclude yourself by mailing a request to any location other than the address specified above or by mailing a request after the deadline. You also cannot exclude yourself as part of a group, aggregate, or class involving more than one consumer.

If you exclude yourself, you should promptly consult your own attorney about your rights as the time to file an individual lawsuit is limited.

**REQUESTS FOR EXCLUSION MUST BE POSTMARKED ON OR BEFORE** xxxxx.

**11. If I do not exclude myself from the Money Settlement Class, can I sue TURSS for the same thing later?**

No. Unless you exclude yourself from the Money Settlement Class, you will not be able to sue TURSS for any released claims of the Money Settlement. If you have a pending lawsuit, speak to your lawyer in that lawsuit immediately. You may need to exclude yourself from this settlement to continue your own lawsuit. Remember, your exclusion request must be postmarked by xxxxx.

**12. If I exclude myself from the Money Settlement, can I get a payment?**

No. If you exclude yourself from the Money Settlement Class, you will not receive a cash payment.

### THE LAWYERS REPRESENTING YOU

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

Yes. The Court approved the following firms as “Class Counsel” to represent you and other Class Members:

- Berger Montague PC
- Khayat Law Firm

QUESTIONS? CALL TOLL-FREE 1-800-000-000 OR VISIT [www.RentalScreeningSettlement.com](http://www.RentalScreeningSettlement.com)

- Consumer Litigation Associates, P.C
- Kelly Guzzo PLC
- Francis Mailman Soumilas P.C and
- Blake Andrews Law Firm.

You will not be charged for these lawyers. You may hire your own attorney, if you so choose, but you will be responsible for paying your attorney's fees and expenses. You can contact Class Counsel at [phone and email](#).

**14. How will the lawyers be paid?**

You will not be charged for Class Counsel. You will not have to pay any of their fees and expenses. Class Counsel will ask the Court to approve attorneys' fees in an amount not exceed \$3,833,333, plus out of pocket expenses, for the time and effort they have spent on this case.

**OBJECTING TO THE PROPOSED SETTLEMENT**

**15. How do I tell the Court if I do not agree with the proposed settlement?**

If you are a Class Member, you can object to the proposed settlement if you think any part of the settlement is not fair, reasonable, or adequate. You can give reasons why you think the Court should not approve it. The Court will consider your views before deciding whether to grant final approval.

To object, you must mail your objection letter to:

[xxxxxxx](#)

Your letter must be postmarked no later than [xxxxxxx](#).

Your objection letter must include all of the following:

- The name of the case: *In re TransUnion Rental Screening Solutions, Inc. FCRA Litigation*;
- Your name, address, and telephone number;
- A written statement detailing the specific basis for each objection; and
- Your signature.

If you are submitting an objection through an attorney, in addition to the above information, your objection must include:

- Your attorney's name, mailing address, email address, and phone number;

**QUESTIONS? CALL TOLL-FREE 1-[800-000-000](#) OR VISIT [www.RentalScreeningSettlement.com](http://www.RentalScreeningSettlement.com)**

- A written statement of saying whether you intend to appear at the final approval hearing; and
- A written statement about why you object, including any legal and factual support that you wish to bring to the Court's attention and any evidence you wish to introduce in support of the objection.

You may also appear at the final approval hearing, either in person or through your own lawyer. If you intend to have a lawyer present, then your lawyer must enter a written Notice of Appearance of Counsel with the Court no later than **xxxxx**. If you appear through your own lawyer, you are responsible for paying that lawyer.

For more information about the final approval hearing, see Questions 17-19 below.

If you do not follow the process outlined above, you will not be allowed to object, appear at the final approval hearing, or appeal the final approval of the proposed settlement, the dismissal of the case, or the Court's award of attorneys' fees and costs to Class Counsel.

#### **16. What is the difference between objecting and opting-out?**

Objecting is simply telling the Court that you do not like something about the settlement. Opting out, or excluding yourself, means that you will not be included in the settlement.

You can object **or** opt out of the Money Settlement, but you cannot do both. If you exclude yourself, you have no basis to object to the settlement because it will no longer affect you. However, even if you exclude yourself from the Money Settlement Class, you can still object to the Policy Settlement.

### **THE COURT'S FINAL APPROVAL HEARING**

#### **17. When and where will the Court decide whether to finally approve the proposed settlement?**

The Court will hold a final approval hearing to decide whether to approve the proposed settlement. You may attend and you may ask to speak, but you do not have to. Class Counsel will appear at the hearing on behalf of the Class.

The hearing will be on **date time and location**, before Judge Boulee, in the United States District Court for the Northern District of Georgia.

At the hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them and will listen to people who have asked to speak at the hearing. The Court may also decide how much to award Class Counsel. After the hearing, the Court will decide whether to finally approve the proposed settlement. There may be appeals after that. We do not know how long these decisions will take.

**QUESTIONS? CALL TOLL-FREE 1-800-000-000 OR VISIT [www.RentalScreeningSettlement.com](http://www.RentalScreeningSettlement.com)**

The Court may change the date of the final approval hearing without further notice to the Class or may decide to conduct the hearing using remote means. Please check the settlement website, [www.RentalScreeningSettlement.com](http://www.RentalScreeningSettlement.com), to check on the hearing date, the court-approval process, and the Effective Date.

**18. Do I have to come to the hearing?**

No. Class Counsel will answer any questions the Court may have. However, you are welcome to come at your own expense. You may also pay your own lawyer to attend, but it is not necessary.

If you send an objection, you do not have to come to Court to talk about it. As long as you mailed your written objection on time and it includes the required information, the Court will consider it.

**19. May I speak at the hearing?**

You or your lawyer may ask the Court for permission to speak at the final approval hearing. To do so, you must tell the Court in your objection letter that you or your lawyer would like to speak at the hearing. You must also follow the process outlined in Question 15. You cannot speak at the hearing if you do not follow this procedure.

**IF YOU DO NOTHING**

**20. What happens if I do nothing at all?**

With the exception of the State Criminal Group, if you are a member of the Money Settlement Class, you are not required to do anything to get the benefits of the settlement. If you are a member of the State Criminal Group and you do nothing, you will not receive a cash payment. If the Court approves the proposed settlement, then you will be bound by the Court's final judgment and the release of claims explained in the Settlement Agreement.

**GETTING MORE INFORMATION**

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

This notice is only a summary of the proposed settlement. More details about the proposed settlement, the date when appeals are no longer allowed and when the settlement is final, deadlines for certain actions, and your options are available in a longer document called the Settlement Agreement.

You can get a copy of the Settlement Agreement at [www.RentalScreeningSettlement.com](http://www.RentalScreeningSettlement.com). The website also provides answers to commonly asked questions, plus other information to help you determine whether you are a Class Member. In addition, key documents in the case will be posted on the website.

**QUESTIONS? CALL TOLL-FREE 1-800-000-000 OR VISIT [www.RentalScreeningSettlement.com](http://www.RentalScreeningSettlement.com)**

You also may write with questions to the Settlement Administrator at x, P.O. Box 0000, City, ST 00000, email xxx, or call the toll-free number, 1-800-000-0000.

**Do not write or call the judge or any court personnel concerning this lawsuit or notice.**

**QUESTIONS? CALL TOLL-FREE 1-800-000-000 OR VISIT [www.RentalScreeningSettlement.com](http://www.RentalScreeningSettlement.com)**

**EXHIBIT H**  
Rule 23(b)(3)  
Email Notices

Age Mismatch  
Group - Non Felony,  
Sex Offense



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

---

Dear [Class Member Name]:

## Renters who had a Tenant Screening Report prepared on them by TransUnion Rental Screening may be affected by a class action settlement

Para una notificación en Español, llamar xxxxxx o visitar [www.RentalScreeningSettlement.com](http://www.RentalScreeningSettlement.com)

You are receiving this notice because records indicate you qualify to receive a payment from an \$11,500,000 Settlement class action settlement.

**What is this about?** A proposed settlement has been reached in a class action lawsuit against TransUnion Rental Screening Solutions, Inc. ("TURSS" or "Defendant") regarding its procedures reporting certain criminal records and/or landlord-tenant records.

**Am I affected?** TURSS's records indicate you are a Class Member within the Age Mismatch Group. This means, between November 7, 2016 and January 1, 2022, TURSS reported a Criminal Record about you to a third party that did not belong to you, even though TURSS had age information that indicated the offender was older than you were at the time of the report based on your date of birth. Class Counsel's review of TURSS records indicates that the record TURSS reported about you was a misdemeanor or other non-felony non-sex offense violation.

**What does the settlement provide?** The settlement establishes an \$11,500,000 Settlement Fund for payments to eligible Class Members, after payment of attorneys' fees and the cost for settlement administration. The parties estimate Class Members in the Age Mismatch Group will each receive approximately \$xx. If you believe the record TURSS misreported about you was for a more serious offense than Class Counsel determined, you may seek an *additional* amount from the Settlement Fund. Go to [www.RentalScreeningSettlement.com](http://www.RentalScreeningSettlement.com) to request to review the information TURSS reported about you. The settlement also establishes changes to TURSS's business practices that will benefit all Class Members.

**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 would like to request an *additional* payment, go to [www.RentatailScreeningSettlement.com](http://www.RentatailScreeningSettlement.com) to get a form to make that request. If your address changes, please email xxxxxx to provide an updated address. All such requests will be reviewed by Class Counsel to determine the offense level.

**Your other rights.** Even if you do nothing, you will be bound by the Court's decision. If you want to keep your right to sue TURSS, you must exclude yourself from the settlement by [redacted]. If you stay in the settlement but do not agree with the terms, you may object to it by [redacted].

**The Hearing.** The Court will hold a hearing on xxxxxxxx to consider whether to approve the settlement and a request for attorneys' fees in an amount not to exceed \$3,833,333, plus out-of-pocket expenses. The Court appointed Berger Montague PC, Khayat Law Firm, Consumer Litigation Associates, P.C., Kelly Guzzo PLC, Francis Mailman Soumilas P.C., and Blake Andrews Law Firm to

represent the Class 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.RentalScreeningSettlement.com](http://www.RentalScreeningSettlement.com)**

To unsubscribe from this list, please click on the following link: [Unsubscribe](#)

Age Mismatch  
Group - Felony,  
Sex Offense

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

---

Dear [Class Member Name]:

## Renters who had a Tenant Screening Report prepared on them by TransUnion Rental Screening may be affected by a class action settlement

Para una notificación en Español, llamar xxxxxx o visitar [www.RentalScreeningSettlement.com](http://www.RentalScreeningSettlement.com)

You are receiving this notice because records indicate you qualify to receive a payment from an \$11,500,000 Settlement class action settlement.

**What is this about?** A proposed settlement has been reached in a class action lawsuit against TransUnion Rental Screening Solutions, Inc. ("TURSS" or "Defendant") regarding its procedures reporting certain criminal records and/or landlord-tenant records.

**Am I affected?** TURSS's records indicate you are a Class Member within the Age Mismatch Group. This means, between November 7, 2016 and January 1, 2022, TURSS reported a Criminal Record about you to a third party that did not belong to you, even though TURSS had age information that indicated the offender was older than you were at the time of the report based on your date of birth. TURSS records also indicate that the record TURSS reported about you was for a felony or sex offense.

**What does the settlement provide?** The settlement establishes an \$11,500,000 Settlement Fund for payments to eligible Class Members, after payment of attorneys' fees and the cost for settlement administration. The parties estimate Class Members in the Age Mismatch Group who had felonies or sex offenses attributed to them will each receive approximately \$xx. The settlement also establishes changes to TURSS's business practices that will benefit all Class Members.

**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 your address changes, please email xxxxxx to provide an updated address.

**Your other rights.** Even if you do nothing, you will be bound by the Court's decision. If you want to keep your right to sue TURSS, you must exclude yourself from the settlement by [redacted]. If you stay in the settlement but do not agree with the terms, you may object to it by [redacted].

**The Hearing.** The Court will hold a hearing on xxxxxx to consider whether to approve the settlement and a request for attorneys' fees in an amount not to exceed \$3,833,333, plus out-of-pocket expenses. The Court appointed Berger Montague PC, Khayat Law Firm, Consumer Litigation Associates, P.C., Kelly Guzzo PLC, Francis Mailman Soumilas P.C., and Blake Andrews Law Firm to represent the Class 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 [redacted].

**For more information:** Call xxxxxx or visit [www.RentalScreeningSettlement.com](http://www.RentalScreeningSettlement.com)

To unsubscribe from this list, please click on the following link: [Unsubscribe](#)

State Criminal  
Group

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

---

Dear [Class Member Name]:

**Renters who had a Tenant Screening Report prepared on them by TransUnion Rental Screening may be affected by a class action settlement**

|  |  |
|--|--|
| <b>YOUR UNIQUE ID:</b>                         |  |
| <b>PLEASE SAVE THIS NUMBER TO FILE A CLAIM</b> |  |

Para una notificación en Español, llamar xxxxxx o visitar [www.RentalScreeningSettlement.com](http://www.RentalScreeningSettlement.com)

You are receiving this notice because records indicate you qualify to receive a payment from an \$11,500,000 Settlement class action settlement.

**What is this about?** A proposed settlement has been reached in a class action lawsuit against TransUnion Rental Screening Solutions, Inc. ("TURSS" or "Defendant") regarding its procedures reporting certain criminal records and/or landlord-tenant records.

**Am I affected?** TURSS's records indicate you are a Class Member within the State Criminal Group. This means between May 14, 2019 and January 1, 2022, TURSS provided a report to a third party about you which contained at least one criminal record from a jurisdiction in California, Florida, Texas, or Utah, and did not contain a date of birth, Social Security Number, or street address associated with the criminal record.

**What does the settlement provide?** The settlement establishes an \$11,500,000 Settlement Fund for payments to eligible Class Members, after payment of attorneys' fees and the cost for settlement administration. The parties estimate Class Members in the State Criminal Group will each receive approximately \$ XXXX. The settlement also establishes changes to TURSS's business practices that will benefit all Class Members.

**How do I get a payment?** As a member of the State Criminal Group, you must return a Claim Form by XXXX confirming that the criminal record TURSS reported was not yours. All claims will be evaluated and verified by reference to the original criminal record. If the criminal record TURSS reported was accurate, do not submit a Claim Form. If you would like to see the information TURSS reported, make a request at [www.RentalScreeningSettlement.com](http://www.RentalScreeningSettlement.com). You must submit a Claim Form by [redacted].

**FILE A CLAIM**

**Your other rights.** Even if you do nothing, you will be bound by the Court's decision. If you want to keep your right to sue TURSS, you must exclude yourself from the settlement by [REDACTED]. If you stay in the settlement but do not agree with the terms, you may object to it by [REDACTED].

**The Hearing.** The Court will hold a hearing on [REDACTED] to consider whether to approve the settlement and a request for attorneys' fees in an amount not to exceed \$3,833,333, plus out-of-pocket expenses. The Court appointed Berger Montague PC, Khayat Law Firm, Consumer Litigation Associates, P.C., Kelly Guzzo PLC, Francis Mailman Soumilas P.C., and Blake Andrews Law Firm to represent the Class 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 [REDACTED].

**For more information:** Call [REDACTED] or visit [www.RentalScreeningSettlement.com](http://www.RentalScreeningSettlement.com)

To unsubscribe from this list, please click on the following link: [Unsubscribe](#)

State Eviction  
Group



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

---

Dear [Class Member Name]:

## Renters who had a Tenant Screening Report prepared on them by TransUnion Rental Screening may be affected by a class action settlement

Para una notificación en Español, llamar xxxxxx o visitar [www.RentalScreeningSettlement.com](http://www.RentalScreeningSettlement.com)

You are receiving this notice because records indicate you qualify to receive a payment from an \$11,500,000 Settlement class action settlement.

**What is this about?** A proposed settlement has been reached in a class action lawsuit against TransUnion Rental Screening Solutions, Inc. ("TURSS" or "Defendant") regarding its procedures reporting certain criminal records and/or landlord-tenant records.

**Am I affected?** TURSS's records indicate you are a Class Member within the State Eviction Group. This means, between May 14, 2019 and January 1, 2022, TURSS reported a Landlord-Tenant Record from Virginia or Pennsylvania on you to a third party that did not report a satisfaction, appeal, vacatur, dismissal, withdrawal, or other favorable disposition of such record that was recorded in the public docket at least 60 days prior to the date of TURSS's Landlord-Tenant Record report.

**What does the settlement provide?** The settlement establishes an \$11,500,000 Settlement Fund for payments to eligible Class Members, after payment of attorneys' fees and the cost for settlement administration. The parties estimate Class Members in the State Eviction Group will each receive approximately \$xx. The settlement also establishes changes to TURSS's business practices that will benefit all Class Members.

**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 your address changes, please email xxxxxx to provide an updated address.

**Your other rights.** Even if you do nothing, you will be bound by the Court's decision. If you want to keep your right to sue TURSS, you must exclude yourself from the settlement by [redacted]. If you stay in the settlement but do not agree with the terms, you may object to it by [redacted].

**The Hearing.** The Court will hold a hearing on xxxxxxxx to consider whether to approve the settlement and a request for attorneys' fees in an amount not to exceed \$3,833,333, plus out-of-pocket expenses. The Court appointed Berger Montague PC, Khayat Law Firm, Consumer Litigation Associates, P.C., Kelly Guzzo PLC, Francis Mailman Soumilas P.C., and Blake Andrews Law Firm to represent the Class 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 [redacted].

**For more information:** Call xxxxxx or visit [www.RentalScreeningSettlement.com](http://www.RentalScreeningSettlement.com)

To unsubscribe from this list, please click on the following link: [Unsubscribe](#)

Eviction Disputes  
Group

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

---

Dear [Class Member Name]:

## Renters who had a Tenant Screening Report prepared on them by TransUnion Rental Screening may be affected by a class action settlement

Para una notificación en Español, llamar xxxxxx o visitar [www.RentalScreeningSettlement.com](http://www.RentalScreeningSettlement.com)

You are receiving this notice because records indicate you qualify to receive a payment from an \$11,500,000 Settlement class action settlement.

**What is this about?** A proposed settlement has been reached in a class action lawsuit against TransUnion Rental Screening Solutions, Inc. (“TURSS” or “Defendant”) regarding its procedures reporting certain criminal records and/or landlord-tenant records.

**Am I affected?** TURSS’s records indicate you are a Class Member within the Eviction Disputes Group. This means, between May 14, 2019 and January 1, 2022, TURSS received a dispute from you related to TURSS’s reporting of a Landlord-Tenant Record that TURSS categorized as “action date dispute,” “case type/outcome dispute,” “judgment amount dispute,” or “other” and where the resolution was categorized as “data modified,” “data removed,” “data suppressed,” or “no record available.”

**What does the settlement provide?** The settlement establishes an \$11,500,000 Settlement Fund for payments to eligible Class Members, after payment of attorneys’ fees and the cost for settlement administration. The parties estimate Class Members in the Eviction Disputes Group will each receive approximately \$xx. The settlement also establishes changes to TURSS’s business practices that will benefit all Class Members.

**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 your address changes, please email xxxxxx to provide an updated address.

**Your other rights.** Even if you do nothing, you will be bound by the Court’s decision. If you want to keep your right to sue TURSS, you must exclude yourself from the settlement by [redacted]. If you stay in the settlement but do not agree with the terms, you may object to it by [redacted].

**The Hearing.** The Court will hold a hearing on xxxxxx to consider whether to approve the settlement and a request for attorneys’ fees in an amount not to exceed \$3,833,333, plus out-of-pocket expenses. The Court appointed Berger Montague PC, Khayat Law Firm, Consumer Litigation Associates, P.C., Kelly Guzzo PLC, Francis Mailman Soumilas P.C., and Blake Andrews Law Firm to represent the Class 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 [redacted].

**For more information:** Call xxxxxx or visit [www.RentalScreeningSettlement.com](http://www.RentalScreeningSettlement.com)

To unsubscribe from this list, please click on the following link: [Unsubscribe](#)

Criminal Disputes  
Group

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

---

Dear [Class Member Name]:

## Renters who had a Tenant Screening Report prepared on them by TransUnion Rental Screening may be affected by a class action settlement

Para una notificación en Español, llamar xxxxxx o visitar [www.RentalScreeningSettlement.com](http://www.RentalScreeningSettlement.com)

You are receiving this notice because records indicate you qualify to receive a payment from an \$11,500,000 Settlement class action settlement.

**What is this about?** A proposed settlement has been reached in a class action lawsuit against TransUnion Rental Screening Solutions, Inc. (“TURSS” or “Defendant”) regarding its procedures reporting certain criminal records and/or landlord-tenant records.

**Am I affected?** TURSS’s records indicate you are a Class Member within the Criminal Disputes Group. This means, between May 14, 2021 and January 1, 2022, TURSS received a dispute from you related to TURSS’s reporting of a Criminal Record that TURSS categorized as “record does not match,” and where the resolution was categorized as “data suppressed.”

**What does the settlement provide?** The settlement establishes an \$11,500,000 Settlement Fund for payments to eligible Class Members, after payment of attorneys’ fees and the cost for settlement administration. The parties estimate Class Members in the Criminal Disputes Group will each receive approximately \$xx. The settlement also establishes changes to TURSS’s business practices that will benefit all Class Members.

**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 your address changes, please email xxxxxx to provide an updated address.

**Your other rights.** Even if you do nothing, you will be bound by the Court’s decision. If you want to keep your right to sue TURSS, you must exclude yourself from the settlement by [redacted]. If you stay in the settlement but do not agree with the terms, you may object to it by [redacted].

**The Hearing.** The Court will hold a hearing on xxxxxxxx to consider whether to approve the settlement and a request for attorneys’ fees in an amount not to exceed \$3,833,333, plus out-of-pocket expenses. The Court appointed Berger Montague PC, Khayat Law Firm, Consumer Litigation Associates, P.C., Kelly Guzzo PLC, Francis Mailman Soumilas P.C., and Blake Andrews Law Firm to represent the Class 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 [redacted].

**For more information:** Call xxxxxx or visit [www.RentalScreeningSettlement.com](http://www.RentalScreeningSettlement.com)

To unsubscribe from this list, please click on the following link: [Unsubscribe](#)

## Reminder Notice

From: info@xxxx.com

To: [Class Member email address]

Subject: REMINDER NOTICE - Tenant Screening Report Settlement

---

Dear [Class Member Name]:

## REMINDER NOTICE

*File a Claim Form now to get a payment in the \$11,500,000 Settlement with TransUnion Rental Screening Solutions, Inc. ("TURSS" or "Defendant").*

|  |  |
|--|--|
| <b>YOUR UNIQUE ID:</b>                         |  |
| <b>PLEASE SAVE THIS NUMBER TO FILE A CLAIM</b> |  |

**CLAIM FILING DEADLINE IS** [REDACTED]

**FILE A CLAIM**

You previously received notice of a proposed settlement in a class action lawsuit regarding TURSS's procedures reporting certain criminal records and/or landlord-tenant records.

You must return a Claim Form by [REDACTED] confirming that the criminal record TURSS reported on you was not yours. If the criminal record TURSS reported was accurate, do not submit a Claim Form. If you would like to see the information TURSS reported on you, make a request at [www.RentalScreeningSettlement.com](http://www.RentalScreeningSettlement.com).

**For more information: Call** [REDACTED] **or visit** [www.RentalScreeningSettlement.com](http://www.RentalScreeningSettlement.com)

To unsubscribe from this list, please click on the following link: [Unsubscribe](#)

**EXHIBIT I**  
General Release



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## GENERAL RELEASE

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This General Release (the “Release”) is made and entered by and among [REDACTED] (“Plaintiff”), on the one hand, and Trans Union LLC (“Trans Union”) and TransUnion Rental Screening Solutions, Inc. (“TURSS”), on the other hand. Trans Union, TURSS and Plaintiff may be referred to individually as a “Party,” and collectively as the “Parties.”

### BACKGROUND

A. As set forth in the fully approved Settlement Agreement in IN RE: TransUnion Rental Screening Solutions, Inc. FCRA Litigation, No. 1:20-md-02933-JPB (N.D. Ga.) (the “Settlement Agreement”), Plaintiff agreed to resolve all claims Plaintiff may have against TURSS or Trans Union which were not released as part of the Settlement Agreement, including but not limited to disclosure claims against both TURSS and Trans Union under 15 U.S.C. § 1681g (the “Claims”), by way of a binding arbitration.

B. It is the intent of the Parties to resolve by this Release any such Claims, actions, and causes of action, which were or could have been asserted by Plaintiff against TURSS or Trans Union, and which were not released in the Settlement Agreement, as of the date Plaintiff receives payment from TURSS/Trans Union of the amount determined by the arbitrator.

C. The Parties wish to avoid the additional expense and disruption of litigation and have engaged in binding arbitration and have resolved all remaining disputes and Claims existing between them, as more fully described in and in accordance with the terms and conditions of this Release.

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements contained in this Release, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

### TERMS OF AGREEMENT

1. Nothing contained herein is to be construed as an admission by any of the Parties with respect to the Claims. The Parties agree that they have entered into this Release in compromise of any Claims to avoid further expense and protracted litigation, and that such compromise is not an admission of any liability or wrongdoing by any of the Parties as to the Claims.

2. The Parties agree to settle all of the Released Claims (as defined herein) for a total payment of [REDACTED] ([REDACTED] USD) (the "Settlement Payment"). Trans Union and TURSS will pay the Settlement Payment by issuing, or causing to be issued, one (1) check made payable to [REDACTED] in the amount of [REDACTED] ([REDACTED] USD). The check will be delivered to [REDACTED] within thirty (30) business days of receipt by counsel for Trans Union and TURSS, Reed Smith LLP, of all of the following: (a) IRS W-9 Forms fully executed by Plaintiff and Plaintiff's counsel; and (b) a copy of this Release executed by Plaintiff. The Settlement Payment is inclusive of any attorneys' fees and costs to all counsel for Plaintiff.

3. For and in consideration of the Settlement Payment described above in Paragraph 2, Plaintiff hereby releases and forever discharges TURSS and Trans Union and their parents, subsidiaries, successors, predecessors, officers, directors, stockholders, employees, representatives, agents, assigns, insurers, and attorneys, individually and collectively (collectively, the "Released Parties"), from any and all claims, actions, and causes of action, including claims for attorneys' fees, asserted or which could have been asserted as of the date of this Release, or which now exist or might arise out of any duties or obligations owed by TURSS and Trans Union to Plaintiff prior to the execution of this Release, including, without limitation, the Claims ("the Released Claims"). This release includes all claims, whether known or unknown, asserted or unasserted, which Plaintiff may currently have against TURSS and Trans Union and/or the Released Parties, or that may arise in the future up to and including the date of this Release.

4. For and in consideration of the Settlement Payment, Plaintiff further agrees not to initiate any lawsuit, complaint, investigation, or proceeding against TURSS or Trans Union with any state or federal court, the Federal Trade Commission, the Consumer Financial Protection Bureau, any state Attorney General, the Better Business Bureau, or any other federal, state or local law enforcement, regulatory or administrative commission, group, board or person, whether public or private, regarding any acts, failure to act, omissions, facts, events, misrepresentations, transactions, occurrences or other matters which are the subject matter of this Release.

5. Plaintiff further acknowledges that this Release is a full and final accord and release of each and every matter specifically and generally referred to herein. Plaintiff acknowledges that Plaintiff may hereafter discover facts in addition to or different from those which Plaintiff now knows or believes to be true with respect to the Released Claims, but it is Plaintiff's 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 TURSS and Trans Union and the Released Parties with respect to any alleged acts or failures to act on the part of TURSS and Trans Union and the Released Parties. Plaintiff hereby acknowledges that Plaintiff may hereafter discover facts different from, or in addition to, those which Plaintiff now claims or believes to be true with respect to the claims released herein, and agrees that this Release shall be and remain in effect in all respects notwithstanding the discovery of such different or additional facts with respect to the Released Claims released herein.

6. The validity and enforceability of this Release is not contingent on any other events not set forth herein.

7. Plaintiff and Plaintiff's attorneys, agents, and representatives agree that this Release and its terms shall be kept confidential and that they will not disclose this Release or any of its terms except pursuant to court order, or as required by law, or as may be reasonably necessary to prepare state or federal income tax returns, or confidentially to Plaintiff's spouse. Plaintiff agrees to provide written notice to TURSS/Trans Union's counsel at least ten (10) business days prior to disclosing this Release or its terms to any court, person, or entity, except that they are not required to give notice before disclosing this agreement to their respective financial or tax advisors for the purpose of preparing state or federal income tax returns. Plaintiff further agrees that failure to provide this notice prior to disclosing this Release shall be deemed a material breach of this Release. Plaintiff agrees that it is a breach of this Release to publicize any charge or claim relating in whole or in part to the Claims, including alleged unlawful conduct by TURSS and Trans Union or any of the Released Parties, consistent with the general release of the Released Claims set forth in Paragraphs 4, 5, and 6 above.

8. Plaintiff warrants and represents that there has been no assignment, sale or transfer, by operation of law or otherwise, of any claim, right, or interest released herein, and that no person or entity has asserted a lien against any amounts which may be received by Plaintiff in connection with the Claims, in the Lawsuits, or as a result of this Release.

9. Plaintiff 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 Release. Plaintiff shall indemnify and hold TURSS and Trans Union and the Released Parties harmless from and against liability for any taxes, penalties and interest, for withholding or otherwise, as a consequence of having paid monies to Plaintiff and/or Plaintiff's attorneys pursuant to the terms of this Release.

10. This Release is binding upon and inures to the benefit of each of the Parties, and their respective heirs, next of kin, executors, administrators, successors, assigns, officers, directors, shareholders, employees, insurers, and agents.

11. The undersigned have carefully read and do understand this Release and acknowledge that this Release is mutual, final and binding. The undersigned have investigated the matters they deem necessary prior to the execution of this Release and agree voluntarily and with the informed consent of counsel to this Release.

12. If any provision of this Release (other than Paragraphs 2, 4, 5, 6, 8, or 9) shall be held invalid by operation of law or by any court of competent jurisdiction, the remainder of this Release shall remain in full force and effect, and may be independently enforced to the fullest extent permitted by law.

13. This Release contains the entire agreement of the Parties with respect to Plaintiff's Claims and supersedes any and all prior negotiations, agreements or understandings, written or oral with respect to the settlement of the Claims. Each Party warrants that no promises or inducements for this Release have been made except as herein set forth.

14. This Release is the result of negotiations between the Parties and no Party shall be deemed to be the drafter of this Release. The language of all parts of this Release shall in all cases be construed as a whole, according to its fair meaning, and construed equally for all parties.

15. This Release may be executed in multiple counterparts, and all counterparts hereof so executed, whether or not such counterparts shall bear the execution of each of the parties, shall be deemed to be, and shall be construed as one in the same agreement. For the purpose of indicating acceptance and approval of the terms of this Release, facsimile, electronic, PDF, and e-mail signatures shall be deemed acceptable.

**AGREED AND ENTERED INTO  
AS OF THE LATEST DATE INDICATED BELOW.**

**Plaintiff** \_\_\_\_\_

\_\_\_\_\_

**Trans Union LLC**

**TransUnion Rental Screening  
Solutions, Inc.**

By: \_\_\_\_\_  
Its Authorized Representative

\_\_\_\_\_  
Its Authorized Representative

Dated: \_\_\_\_\_, 2023

Dated: \_\_\_\_\_, 2023

## Exhibit 2



1818 Market Street | Suite 3600 | Philadelphia, PA 19103

[info@bm.net](mailto:info@bm.net)

[bergermontague.com](http://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 75 lawyers; 16 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 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 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 Roszdeutscher 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 unflinching 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.”

“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.”

\* \* \*

“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...”

\* \* \*

“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....”

\* \* \*

“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**

Mr. Cramer is Chairman of the Firm and Co-Chair of the Firm's 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, luxury retail workers, and chicken growers.

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 2019 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. In 2014 and 2018, Mr. Cramer was selected by *Philadelphia Magazine* as one of the top 100 lawyers in Philadelphia.



Mr. Cramer is also a frequent speaker at antitrust and litigation related conferences and a leader of multiple non-profit advocacy groups. He is President of the Board of Directors of Public Justice, a national public interest advocacy group and law firm; a Senior Fellow and 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 was the only Plaintiffs' lawyer selected to serve on the American Bar Association's Antitrust Section Transition Report Task Force delivered to the incoming Obama Administration in 2012.

He has written widely in the fields of class certification and antitrust law. Among other writings, Mr. Cramer has co-authored *Antitrust, Class Certification, and the Politics of Procedure*, 17 *George Mason Law Review* 4 (2010), which was cited by both the First Circuit in *In re Nexium Antitrust Litig.*, 777 F.3d 9, 27 (1st Cir. 2015), quoting Davis & Cramer, 17 *Geo. Mason L. Rev.* 969, 984-85 (2010), 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 Practising 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.

**Merrill G. Davidoff – Executive Shareholder, Chair *Emeritus***

Merrill G. Davidoff is Chairman *Emeritus* and an Executive Shareholder, in addition to his continuing work as Co-Chairman of the Antitrust Department and Chairman of the Environmental

Group. Mr. Davidoff has litigated and tried a wide range of antitrust, commodities, securities and environmental class actions.

In *In re Currency Conversion Fee Antitrust Litigation*, MDL No. 1409, Mr. Davidoff was co-lead counsel in class actions that resulted in settlements of \$386 million.

In a long-running environmental class action on behalf of property owners whose land was contaminated by plutonium from a neighboring nuclear weapons facility (Rocky Flats near Denver, Colorado), Mr. Davidoff served as lead counsel and lead trial counsel in a 2005-2006 trial that resulted in a \$554 million jury verdict, third largest of 2006. In 2009 the Rocky Flats trial team, led by Mr. Davidoff, received the prestigious Public Justice Award for "Trial Lawyer of the Year." A 2010 decision by the 10th Circuit Court of Appeals reversed the judgment that had been won in the district court, but Berger Montague persevered and sought entry of judgment under alternative state law grounds. After losing this battle in the district court, plaintiffs appealed to the 10th Circuit again, and, after an appeal argued by Mr. Davidoff, the Court of Appeals (by then-judge, now Justice, Neil Gorsuch) reversed and held that plaintiffs could proceed on state law nuisance grounds. Just before competing petitions for certiorari were to be decided by the Supreme Court, a settlement of \$375 million was announced in May 2016. The settlement received final approval on April 28, 2017.

Mr. Davidoff also concentrates his practice in representation for commodities futures and options traders as well as derivatives matters. He was co-lead counsel for the customer class in *In re MF Global Holdings Limited Investment Litigation*, which settled for well over a billion dollars and resulted in the recovery and return of 100% of lost customer funds after MF Global's October 31, 2011 collapse.

Mr. Davidoff has represented diverse clients, including many companies, sports organizations, trading firms and governmental entities. In the *Qwest* securities litigation, Mr. Davidoff represented New Jersey, securing a \$45 million "opt-out" settlement, and also represented New Jersey in "opt-out" litigation against the former public accounting firm for Lehman Brothers Inc.

Mr. Davidoff served as co-lead and trial counsel for a plaintiff class in the first mass tort class action trial in a federal court which resulted in a precedent-setting settlement for class members, *In re Louisville Explosions Litigation*. In the Canadian Radio-Television and Telecommunications Commission ("CRTC") Decisions (*Challenge Communications, Ltd. v. Bell Canada*), Mr. Davidoff was lead counsel for Applicant (plaintiff) in three evidentiary hearings before the CRTC. The hearings resulted in the first precedent-breaking Bell Canada's monopoly over the telecommunications equipment which was connected to its telephone network. He was lead counsel in the *Revco Securities Litigation*, an innovative "junk bond" class action, which settled for \$36 million. Mr. Davidoff was lead plaintiffs' counsel and lead trial counsel in *In re Melridge Securities Litigation* tried to jury verdicts for \$88 million (securities fraud) and \$240 million (RICO). He was co-lead counsel for the class in *In re Graphite Electrodes Antitrust Litigation*, an international price-fixing case which yielded settlements ranging from 18% to 32% of the plaintiffs' and class' purchases from the defendants (aggregate settlements totaled \$134 million). He was

one of co-lead counsel in the *Ikon Securities Litigation*, in which a settlement of \$111 million was obtained. He was co-lead counsel and designated lead trial counsel in the *In Re Sunbeam Securities Litigation*, where settlements of \$142 million were reached. One of his areas of concentration is representation in commodities futures and options matters, and expertise in derivatives. He has represented market-makers on the Philadelphia Stock Exchange, where he owned a member firm in the 1990s, as well as broker-dealers and market-makers on other exchanges.

### **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.

### **Todd S. Collins – Executive Shareholder**

Todd S. Collins has led scores of securities and ERISA litigations over his 38 years at the firm, winning recoveries in the hundreds of millions of dollars on behalf of plaintiffs and the classes

they represent. He chairs the firm's ERISA practice, and he serves on the firm's Executive Committee and as the firm's Chief Counsel. Mr. Collins, a graduate of the University of Pennsylvania Law School, won the 1978 Henry C. Laughlin Prize for Legal Ethics.

Mr. Collins has served as lead counsel or co-lead counsel in numerous cases that have achieved significant benefits on behalf of the Class. These cases include: *In re AMF Bowling Securities Litigation* (S.D.N.Y.) (\$20 million recovery, principally against investment banks, where defendants asserted that Class suffered no damages); *In re Aero Systems, Inc. Securities Litigation* (S.D. Fla.) (settlement equal to 90 percent or more of Class members' estimated damages); *Price v. Wilmington Trust Co.* (Del. Ch.) (in litigation against bank trustee for breach of fiduciary duty, settlement equal to 70% of the losses of the Class of trust beneficiaries); *In re Telematics International, Inc. Securities Litigation* (S.D. Fla.) (settlements achieved, after extensive litigation, following 11th Circuit reversal of dismissal below); *In re Ex-Cell-O Securities Litigation* (E.D. Mich.); *In re Sequoia Systems, Inc.* (D. Mass.); *In re Sapiens International, Inc. Securities Litigation* (S.D.N.Y.); *In re Datastream Securities Litigation* (D.S.C.); *Copland v. Tolson* (Pa. Common Pleas) (on eve of trial, in case against corporate principals for breach of fiduciary duty, settlement reached that represented 65% or more of claimants' losses, with settlement funded entirely from individual defendants' personal funds); and *In re IKON Office Solutions, Inc. Securities Litigation* (E.D. Pa.). In *IKON*, where Mr. Collins was co-lead counsel as well as the chief spokesman for plaintiffs and the Class before the Court, plaintiffs' counsel created a fund of \$111 million for the benefit of the Class.

In addition, Mr. Collins has served as lead or co-lead counsel in several of the leading cases asserting the ERISA rights of 401(k) plan participants. Mr. Collins has served as co-lead counsel in *In re Lucent Technologies, Inc. ERISA Litigation* (D.N.J.); *In re Nortel Networks Corp. ERISA Litigation* (M.D. Tenn.); *In re SPX Corporation ERISA Litigation* (W.D. N.C.); and *King v. Wal-Mart Stores, Inc.* (D. Nev.). In *Lucent*, Mr. Collins and his team achieved a settlement consisting of \$69 million for the benefit of plan participants, as well as substantial injunctive relief with respect to the operation of the 401(k) plans.

Mr. Collins is at the forefront of litigation designed to achieve meaningful corporate governance reform. Recently, he brought to a successful conclusion two landmark cases in which corporate therapeutics are at the core of the relief obtained. In *Oorbeek v. FPL Group, Inc.* (S.D. Fla.), a corporate derivative action brought on behalf of the shareholders of FPL Group, plaintiffs challenged excessive "change of control" payments made to top executives. In the settlement, plaintiffs recovered not only a substantial cash amount but also a range of improvements in FPL's corporate governance structure intended to promote the independence of the outside directors.

Similarly, in *Ashworth Securities Litigation* (S.D. Cal.), a Section 10(b) fraud case, in which Mr. Collins was co-lead counsel, plaintiffs again have been successful in recovering millions of dollars and also securing important governance changes. In this case, the changes focused on strengthening the accounting function and improving revenue recognition practices.

In corporate acquisition cases, Mr. Collins has served as co-lead counsel in cases such as *In re Portec Rail Products, Inc. Shareholders Litig.* (C.P. Allegheny County, Pennsylvania) (tender offer enjoined), *Silberman v. USANA Health Sciences, Inc. et. al.* (D. Utah) (offer enjoined on plaintiffs' motion).

### **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. Most recently, as co-lead counsel, 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.) (\$102 million settlement pending approval; litigation is ongoing as to the remaining defendants); *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 settlement pending approval; litigation is ongoing as to the remaining defendants).

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-trieed *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

### **Glen L. Abramson – Shareholder**

Glen L. Abramson is a Shareholder in the Philadelphia office. He concentrates his practice on complex consumer protection, product defects, and financial services litigation, and representing public and private institutional investors in securities fraud class actions and commercial litigation.

Mr. Abramson has served as co-lead counsel in numerous successful consumer protection and securities fraud class actions, including:

*Casey v. Citibank, N.A.*, No. 5:12-cv-00820 (N.D.N.Y.). As Co-Lead Counsel, Mr. Abramson obtained a settlement valued at \$110 million in this consolidated class action on behalf of nationwide classes of borrowers whose mortgage loans were serviced by Citibank or CitiMortgage and who were force-placed with hazard, flood or wind insurance.

*In re Oppenheimer Rochester Funds Group Securities Litigation*, No. 09-md-02063-JLK-KMT (D. Colo.). As Co-Lead Counsel, Mr. Abramson represented shareholders in Oppenheimer municipal bond funds in connection with losses suffered during the financial crisis of 2008. The case settled in 2014 for \$89.5 million.

*In re Tremont, Securities Law, State Law, and Insurance Litig.*, No. 1:08-cv-11117-TPG. Mr. Abramson represented insurance policyholders who lost money in connection with the Madoff Ponzi scheme. The combined cases were settled for more than \$100 million.

*In re Mutual Fund Investment Litig.*, No. 04-md-15861-CCB. As Co-Lead Counsel, Mr. Abramson represented shareholders of various mutual fund families who lost money as the result of market timing in mutual funds. Mr. Abramson was lead counsel for Scudder/Deutsche Bank mutual fund shareholders and helped orchestrate combined settlements of more than \$14 million.

*In re Fleming Companies, Inc. Sec. Litig.*, No. 03-md-1530 (E.D. Tex.). As Co-Lead Counsel, Mr. Abramson represented shareholders of Fleming Companies, Inc. in connection with losses suffered as a result of securities fraud by Fleming and its auditors and underwriters. The case resulted in a \$93.5 million settlement.

Prior to joining Berger Montague, Mr. Abramson practiced at Dechert LLP in Philadelphia, where he handled complex commercial litigation, product liability, intellectual property, and civil rights disputes. While at Dechert, Mr. Abramson co-chaired a civil rights trial in federal court that led to a six-figure verdict. Mr. Abramson also spent three years as a professional equities trader.

Mr. Abramson is a graduate of Cornell University (B.A. *with distinction* 1993) and Harvard Law School (*cum laude* 1996). He is a past member of the Harvard Legal Aid Bureau and is a member of Cornell University's Phi Beta Kappa honors society.

#### **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.

***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.

**"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 Lief, 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.

#### **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*, 4:01-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

**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.

**Peter Muhic – Shareholder**

Mr. Muhic is a Shareholder in the firm's Consumer Protection Department.

Earlier in his career, Mr. Muhic was a partner of Cozen O'Connor in Philadelphia and then Kessler Topaz Meltzer Check in Radnor, where he focused on ERISA, fiduciary, FLSA and consumer protection claims. Mr. Muhic has tried cases to verdict in numerous states and has obtained hundreds of millions of dollars in relief for investors, consumers and employees throughout the country. Most recently, he was a founding partner of LeVan Muhic Stapleton LLC where he prosecuted class and collective actions and litigated complex commercial cases.

**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.

#### **Phyllis Maza Parker – Shareholder**

Phyllis Maza Parker is a Shareholder at the firm. She is a member of the firm's Securities and Investor Protection Department, where she focuses on complex securities class action litigation under the federal securities laws, representing both individual and institutional investors. She is also a member of the firm's Employment Law Department representing employees in class and collective action wage and hour employment cases.

Among securities class action cases, Ms. Parker served on the team as co-lead counsel for the Class in *In re Xcel Energy, Inc. Securities Litigation* (D. Minn.). The case, which settled for \$80 million, was listed among the 100 largest securities class action settlements in the United States since the enactment of the 1933-1934 Securities Acts. Among other cases, she has also served as co-lead counsel in *In re Reliance Group Holdings, Inc. Securities Litigation* (\$15 million settlement); *In re The Loewen Group, Inc. Securities Litigation* (\$6 million settlement); as lead counsel in *In re Veeco Instruments Inc. Securities Litigation* (\$5.5 million settlement on the eve of trial); as co-lead counsel in *In re Nuvelo, Inc. Securities Litigation* (\$8.9 million settlement); and, most recently, as co-lead counsel in *Coady v. Perry, et al.* (IndyMac Bancorp, Inc.) (\$6.5 million settlement).

While studying for her J.D. at Temple, Ms. Parker was a member of the Temple Law Review. She published a Note on the subject of the Federal Sentencing Guidelines in the Temple Law Review, Vol. 67, No. 4, 1994, which has been cited by a court and in a law review article. After her first year of law school, Ms. Parker interned with the Honorable Dolores K. Sloviter of the United States Court of Appeals for the Third Circuit. Following law school, Ms. Parker clerked for the Honorable Murray C. Goldman of the Philadelphia Court of Common Pleas.

Ms. Parker was named to the Lawdragon 500 Leading Plaintiff Financial Lawyers in America in 2020, 2021 and 2022. She is fluent in Hebrew and French.

#### **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 Law, 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.

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 is an active member of the Pennsylvania, Philadelphia, and Hispanic Bar Associations.

### **Martin I. Twersky – Shareholder**

Martin I. Twersky is a Shareholder in the Antitrust Department. He has considerable experience in litigation involving a wide range of industries including oil and gas, banking, airline, waste hauling, agricultural chemicals and other regulated industries. For more than 40 years, Mr. Twersky has successfully represented numerous plaintiffs and defendants in both individual and class actions pending in state and federal courts.

Mr. Twersky has played a leading role in the following class action cases among others: *In re Containerboard Antitrust Litigation* (N.D. Ill.) (where settlements of more than \$350 million were obtained for the class; see 306 F.R.D. 585 (N.D. Ill., 2015) (certifying class)); *In re Linerboard Antitrust Litigation* (E.D. Pa.) (as a member of the Executive Committee, he helped obtain settlements of more than \$200 million and he received specific praise from the court for co-managing the major discovery effort; see 2004 WL 1221350 at \*10); *In re Graphite Antitrust Litigation* (E.D. Pa.) (settlements of more than \$120 million); *In re Catfish Antitrust Litigation* (N.D. Miss.) (as a member of the trial team he helped obtain settlements of more than \$27 million); *In re Revco Securities Litigation* (N.D. Ohio) ("Junk Bond" class action where settlements of \$36 million were reached and where he received judicial praise from Senior District Court Judge William K. Thomas for the "specialized, highly competent and effective quality of the legal services." See 1993 CCH Fed Sec. L. Rep. at Para. 97,809); *Bogosian v. Gulf Oil* (E.D. Pa.) (landmark litigation with settlements and injunctive relief on behalf of a nationwide class of gasoline dealers). In *Bogosian*, District Judge Donald Van Artsdalen praised class counsel as follows: "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..."; see 621 f. supp 27, 31 (E.D. Pa. 1985); and *Lease Oil Antitrust* (S.D. Tex.), where in a significant class action decision, the Fifth Circuit affirmed the granting of an injunction prohibiting settlements in related state court actions (see 200 F.3d 317 (5th Cir. 2000), cert. denied, 530 U.S. 1263). Mr. Twersky was appointed one of the co-lead counsel in *In re Abrasive Grains Antitrust Litig.* (95-cv-7574) (W.D.N.Y.).

Mr. Twersky has also played a key role in various non-class action cases, such as *Kutner Buick v. America Motors*, 848 F.2d 614 (3rd Circuit 1989) (breach of contract) (cited in the Advisory Committee Notes to the 1991 Amendment to Rule 50, Fed. R. Civ. P.), *Florham Park v. Chevron* (D.N.J. 1988) (Petroleum Marketing Act case), and *Frigitemp v. IDT Corp.*, 638 F. Supp. 916 (S.D. N.Y. 1986) and 76 B.R. 275, 1987 LEXIS 6547 (S.D. N.Y. 1987) (RICO case brought by the Trustee of Frigitemp Corp. against General Dynamics and others involving extortion of kickbacks from Frigitemp officers). Mr. Twersky also served prominently in savings-and-loan related securities and fraud litigation in federal and state courts in Florida, where the firm represented the Resolution Trust Corporation and officers of a failed bank in complex litigation involving securities, RICO and breach of fiduciary duty claims. E.g., *Royal Palm v. Rapaport*, Civ. No. 88-8510 (S.D. Fla.) and *Rapaport v. Burgoon*, CL-89-3748 (Palm Beach County).

### **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.

### **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 BMW 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.

### **Hans Lodge – Senior Counsel**

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 statutes 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. He is also a professionally-trained umpire and umpires Little League, high school, college, legion, and amateur baseball throughout Minnesota. In his free time, Hans enjoys working out, long distance running, road biking, bowling, going to concerts, playing ping pong and softball, and kayaking on Lake Minnetonka.

#### **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**

### **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. Ellerbe – Associate**

William H. Ellerbe is an Associate 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.

### **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.

**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.

**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.

**Mark Suter – Associate**

Mark Suter is an Associate in the firm's Philadelphia office. He represents businesses, workers, consumers, and public entities in complex civil litigation, including class and collective actions, with a focus on antitrust, labor, and consumer protection matters.

Mr. Suter has successfully challenged price-fixing, bid-rigging, and other anticompetitive conduct in a wide array of industries, including as co-trial counsel in *In re Capacitors Antitrust*

*Litigation* (N.D. Cal.) (\$451.5 million in settlements to date); co-lead counsel in *In re Domestic Drywall Antitrust Litigation* (E.D. Pa.) (\$190.7 million total settlements); co-lead counsel in *In re Commodity Exchange, Inc., Gold Futures and Options Trading Litigation* (S.D.N.Y.) (\$102 million in settlements to date); counsel for the City and County of Denver in *In re Liquid Aluminum Sulfate Antitrust Litigation* (D.N.J.) (\$90.5 million total settlements); and co-lead counsel in *In re Dental Supplies Antitrust Litigation* (E.D.N.Y.) (\$80 million total settlements). Among other matters, he currently serves as co-lead counsel in *Le, et al v. Zuffa, LLC d/b/a Ultimate Fighting Championship* (D. Nev.), representing a class of professional mixed martial arts fighters, and *Fusion Elite All Stars, et al. v. Varsity Brands, LLC, et al.* (W.D. Tenn.) on behalf of a proposed class of All Star Cheer gyms and parents. Mr. Suter also represents whistleblowers in *qui tam* or False Claims Act litigation against companies that have committed fraud against the government.

Mr. Suter serves as Co-Chair for the Young Lawyers Division of the Committee to Support Antitrust Laws (COSAL) and on the Executive Committee for Community Legal Services Justice Rising Advocates. He maintains an active pro bono practice partnering with local public interest organizations and volunteering at juvenile expungement clinics.

Mr. Suter graduated from Rutgers Law School with *magna cum laude* and Order of the Coif honors. While in law school, he served as Senior Editor of the *Rutgers Law Review* and represented children and families as part of the Rutgers Child Advocacy Clinic. Mr. Suter received his B.A. in Philosophy and Political Science from McGill University.

#### **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.

**Michaela Wallin – Associate**

Michaela Wallin is an Associate 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.

**Counsel**

**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.

#### **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 2<sup>nd</sup> 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.

#### **Stacy Savett – Counsel**

Stacy Savett is a Staff Attorney in the firm's Employment & Unpaid Wages Group. She focuses on wage and hour class and collective actions arising under federal and state laws.

### **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.

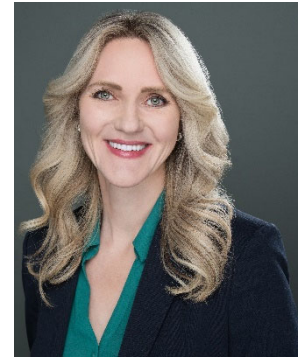
Mr. Wren has represented both plaintiffs and defendants in a broad spectrum of litigation matters, including class actions, environmental, civil rights, commercial disputes, personal injury, insurance coverage, election law, zoning and historical preservation matters and other government affairs. Mr. 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

#### 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 District of Colorado, 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

#### **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.

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)

**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



Named to the Super Lawyers list, Minnesota Super Lawyers, Minneapolis/St. Paul Magazine, and Minnesota Business Journal, 2013 - 2019

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

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### **Publications/Speaking Engagements**

“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,” 24<sup>th</sup> 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).

**IN THE UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF GEORGIA  
Atlanta Division**

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**IN RE: TransUnion Rental Screening Solutions,  
Inc. FCRA Litigation**

**No. 1:20-md-02933-JPB  
ALL CASES**

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**DECLARATION OF JENNIFER M. KEOUGH ON PROPOSED NOTICE  
PLAN FOR THE SETTLEMENT CLASSES**

I, Jennifer M. Keough, being duly sworn, hereby declare as follows:

1. I am the Chief Executive Officer (“CEO”) of JND Legal Administration LLC (“JND”). I have more than 20 years of legal experience creating and supervising notice and claims administration programs and have personally overseen the settlement administration of well over 1,000 matters. A comprehensive description of my experience is attached as Exhibit A.

2. As CEO of JND, I am involved in all facets of JND’s operations, including monitoring the implementation of our notice and claims administration programs.

3. I submit this Declaration, based on my personal knowledge and information provided to me by Plaintiffs’ Counsel and experienced JND employees working under my supervision, at the request of the Parties, to describe the proposed Rule 23(b)(2) and Rule 23 (b)(3) Notice Plans and address why they are consistent with other class notice plans that courts have determined satisfy the requirements of

Rule 23 of the Federal Rules of Civil Procedure, the Due Process Clause of the United States Constitution, and any other applicable statute, law or rule, as well as the Federal Judicial Center (“FJC”) guidelines for best practicable due process notice.

### **BACKGROUND AND EXPERIENCE**

4. JND is a leading legal administration services provider with offices throughout the United States and its headquarters in Seattle, Washington. JND’s class action division provides all services necessary for the effective implementation of class actions, including: (1) all facets of providing legal notice to potential class members, such as developing the final class member list and addresses for them, outbound mailing, email notification, and the design and implementation of media programs; (2) website design and deployment, including on-line claim filing capabilities; (3) call center and other contact support; (4) secure class member data management; (5) paper and electronic claims processing; (6) lien verification, negotiation, and resolution; (7) calculation design and programming; (8) payment disbursements through check, wire, PayPal, merchandise credits, and other means; (9) qualified settlement fund management and tax reporting; (10) banking services and reporting; and (11) all other functions related to the secure and accurate administration of class actions.

5. JND is an approved vendor for the United States Securities and Exchange Commission (“SEC”), as well as for the Federal Trade Commission (“FTC”), and we have been working with the following other government agencies: the U.S. Equal Employment Opportunity Commission (“EEOC”), the Office of the Comptroller of the Currency (“OCC”), the Consumer Financial Protection Bureau (“CFPB”), the Federal Deposit Insurance Corporation (“FDIC”), the Federal Communications Commission (“FCC”), the Department of Justice (“DOJ”) and the Department of Labor (“DOL”). We have Master Services Agreements with various law firms, corporations, and banks, which were only awarded after JND underwent rigorous reviews of our systems, privacy policies, and procedures. JND has also been certified as SOC 2 compliant by noted accounting firm Moss Adams. Finally, JND has been recognized by various publications, including, among others, the *National Law Journal*, the *Legal Times* and the *New York Law Journal*, for excellence in class action administration.

6. The principals of JND, including me, collectively have over 80 years of experience in class action legal and administrative fields and have overseen claims processes for some of the largest legal claims administration matters in the country's history and regularly prepare and implement court approved notice and administration campaigns throughout the United States.



7. JND was appointed the notice and claims administrator in the \$2.67 billion Blue Cross Blue Shield antitrust settlement, in which we mailed over 100 million postcard notices; sent hundreds of millions of email notices and reminders; placed notice via print, television, radio, internet, and more; received and processed more than eight million claims; and staffed the call center with more than 250 agents during the peak notice program. JND was also appointed the settlement administrator in the \$1.3 billion Equifax Data Breach Settlement, the largest class action in terms of the 18 million claims received. Email notice was sent twice to over 140 million class members, the interactive website received more than 130 million hits, and the call center was staffed with 1,500 agents at the peak of call volume.

8. Other large JND matters include a voluntary remediation program in Canada on behalf of over 30 million people; the \$1.5 billion Mercedes-Benz Emissions class action settlements, the \$120 million GM Ignition class action economic settlement, where we sent notice to nearly 30 million class members; and the \$215 million USC Student Health Center Settlement on behalf of women who were sexually abused by a doctor at USC, as well as hundreds of others.

9. JND's Legal Notice Team, which operates under my direct supervision, researches, designs, develops, and implements a wide array of legal notice programs to meet the requirements of Rule 23 of the Federal Rules of Civil Procedure and relevant state court rules. In addition to providing notice directly to potential class

members through direct mail and email, our media campaigns, which are regularly approved by courts throughout the United States, have used a variety of media including newspapers, press releases, magazines, trade journals, radio, television, social media and the internet depending on the circumstances and allegations of the case, the demographics of the class, and the habits of its members, as reported by various research and analytics tools. During my career, I have submitted several hundred affidavits to courts throughout the country attesting to our role in the creation and launch of various media programs.

### **CASE BACKGROUND**

10. I have been asked by the Parties to assist in preparing the Notice Plans to reach Rule 23(b)(2) and Rule 23(b)(3) Settlement Class Members and inform them about the Settlement and their rights and options.

11. **The Rule 23(b)(2) Settlement Class** includes all individuals in the United States about whom TransUnion Rental Screening Solutions, Inc. (“TURSS”) reported a Criminal Record and/or Landlord-Tenant Record to a third party before the Injunctive Relief Termination Date.

12. **The Rule 23 (b)(3) Settlement Class** consists of individuals who meet the criteria of one or more of the following sub-groups:

- a. all individuals about whom TURSS reported a Criminal Record to a third party between November 7, 2016 and January 1, 2022 when TURSS

had in its possession information about the age of the offender in the record where such age information indicated that the offender was older than the subject of the report based on the subject of the report's date of birth at the time of the report ("Age Mismatch Group");

b. all individuals about whom TURSS reported a Criminal Record to a third party between May 14, 2019 and January 1, 2022, where at least one of the Criminal Records included in the report were derived from any jurisdiction in California, Florida, Texas, or Utah and did not contain a date of birth, Social Security Number, or street address associated with the Criminal Record ("State Criminal Group");

c. all individuals about whom TURSS reported a Landlord-Tenant Record to a third party between May 14, 2019 and January 1, 2022 from any jurisdiction in Virginia or Pennsylvania but where subsequent review of public records by Class Counsel show that TURSS did not report a satisfaction, appeal, vacatur, dismissal, withdrawal, or other favorable disposition of such record that was recorded in the jurisdiction's public docket at least sixty (60) days prior to the date of the TURSS report containing such Landlord-Tenant Record ("State Eviction Group");

d. all individuals from whom TURSS has a record of receiving a dispute between May 14, 2019 and January 1, 2022 related to TURSS's reporting

of a Landlord-Tenant Record that TURSS categorized as “action date dispute,” “case type/outcome dispute,” “judgment amount dispute,” or “other,” and where the resolution was categorized as “data modified,” “data removed,” “data suppressed,” or “no record available,” (“Eviction Disputes Group”); and,

e. all individuals from whom TURSS has a record of receiving a dispute between May 14, 2021 and January 1, 2022 related to TURSS’s reporting of a Criminal Record that TURSS categorized as “record does not match,” and where the resolution was categorized as “data suppressed,” (“Criminal Disputes Group”). Members of the State Criminal Group will be required to submit a Claim Form.

13. Members of the (b)(3) Settlement Class are also members of the (b)(2) Settlement Class.

### **OVERVIEW OF THE NOTICE PLANS**

14. The objective of proposed Notice Plans is to provide the best notice practicable, consistent with the methods and tools employed in other court-approved notice programs and to allow Settlement Class Members the opportunity to review a plain language notice with the ability to easily take the next step and learn more about this Settlement. The FJC’s *Judges’ Class Action Notice and Claims Process Checklist and Plain Language Guide* (“FJC Checklist”) considers a Notice Plan with a high reach (above 70%) effective.

15. **The Rule 23(b)(2) Notice Plan** consists of an 8-week digital with the leading digital network (Google Display Network – “GDN”) to reach an estimated 70% of potential Rule 23 (b)(2) Settlement Class Members. Digital placements with two popular social media platforms (Facebook and Instagram) and an internet search campaign are also proposed to extend notice exposure further.

16. **The Rule 23(b)(3) Notice Plan** consists of direct notice to a Class List of known Rule 23(b)(2) Settlement Class Members. Current postal addresses may be invalid for those Rule 23 (b)(3) Settlement Class Members seeking housing; therefore, JND will conduct a sophisticated email append process to obtain email addresses for Rule 23 (b)(3) Settlement Class Members. Notice will then be sent by both mail (to the most up to date address available) and email. The direct notice effort is expected to reach the vast majority of Rule 23(b)(3) Settlement Class Members.

17. JND will also establish and maintain an informational, interactive Settlement Website; a 24-hour, toll-free telephone line; a U.S. Post Office box, and a case specific email address for this matter.

18. The Settlement Website will allow potential Settlement Class Members to obtain information about their rights and options in both the Rule 23(b)(2) and Rule 23(b)(3) Settlements. The Settlement Website will include a feature by which Settlement Class Members can request information about the public records

Defendant reported about them that led to their inclusion in the Settlement Classes. In addition, Rule 23(b)(3) Settlement Class Members who are in the State Criminal Group will be able to submit claims online.

19. The toll-free telephone line will include an interactive voice response (“IVR”) where callers may obtain additional information about the Settlement. Recorded information will be provided in both English and Spanish.

20. Rule 23(b)(3) Settlement Class Members will be able to submit a claim or an exclusion request to the Settlement mailing address and send inquiries and correspondence through the email address.

21. Based on my experience in developing and implementing class notice programs, I believe the proposed Notice Plans will provide the best notice practicable under the circumstances.

22. Each component of the proposed Notice Plans is described in more detail in the sections below.

### **RULE 23(b)(2) NOTICE PLAN DETAILS**

#### ***Research Tools***

23. When designing our Rule 23(b)(2) Notice Plan, JND utilized reputable advertising media research tools to ensure that the best media is selected and that our reach calculations can withstand the most critical review and challenge. Reach refers to the percentage of a specific population group exposed to a media vehicle or

a combination of media vehicles containing a notice at least once over the course of a campaign. Reach factors out duplication, representing total different/net persons. The media research tools we utilized in our analysis and will use to implement our Notice Plan include:

24. **Comscore, Inc. (“Comscore”):** JND uses Comscore data to not only analyze where potential Settlement Class Members are on the internet, but more importantly, for calculating the reach of our proposed digital effort. Comscore’s multi-reach platform allows us to analyze unduplicated audiences across desktop, smartphone, and tablet devices. We can assess the efficiency and effectiveness of our proposed media plans by reducing waste and improving campaign performance across all devices.

25. **Google Active View:** At the time of implementation, our digital media placement experts will take the necessary steps to ensure that all notice placements appear exactly as planned, meeting our high standards of quality and positioning. Verification and monitoring will be used to enhance the digital buy — For instance, Google Active View, which is accredited by the Media Rating Council (MRC), will be used to measure viewable impressions across the web and in apps. Google Active View supports the Interactive Advertising Bureau (IAB) and MRC definition of viewability — a minimum of 50% of the ad is in view for a minimum of one second

for display ads. In addition, Google uses over a hundred complex algorithms to spot bad traffic as it happens to prevent invalid clicks, impressions, views, or interactions.

26. **Trust Metrics:** In addition to Google Active View, Trust Metrics third-party brand safety partner will be used during implementation to ensure that our banner impressions are not served to poor quality sites. This is done by creating a “blacklist” or a list of sites that have been deemed unsafe. These sites will be blocked during implementation based on brand safety parameters such as site content, keywords, etc. “Blacklisting” ensures that our campaign will be served on brand safe websites.

### *Digital Effort*

27. JND’s proposed digital effort includes over 156 million impressions distributed over eight weeks across all devices (desktop, laptop, tablet and mobile), with an emphasis on mobile. Activity will be served through GDN, a vast network that reaches over 90% of internet users, and Facebook/Instagram, the top social media platforms.

28. The GDN activity will target adults 18 years of age or older (“Adults 18+”) who are renters (“Adult Renters”) and will be optimized to skew lower income households. A portion of the activity will also be allocated to those in-market for eviction documents and services, tenant rights, eviction records, employment, police reports, public court records, record checks, criminal record checks, public records



search tool, and an affinity audience for arrest records, arrest warrant records, criminal and arrest record search services.

29. Facebook and Instagram activity will target Adults 18+ who have some high school education or are high school grads (no college).

30. Efforts will include notice to Spanish sites (GDN) and Spanish accounts (Facebook and Instagram).

31. The digital ads will directly link Settlement Class Members to the case website where they can receive more information about the Settlement.

### *Internet Search*

32. Given that web browsers frequently default to a search engine page, search engines are a common source to get to a specific website (i.e., as opposed to typing the desired URL in the navigation bar). As a result, we also propose an internet search effort to assist interested Settlement Class Members in finding the case website. When purchased keywords related to this case are searched, a paid ad with a hyperlink to the case website may appear on the search engine results page.

### **RULE 23(b)(3) NOTICE PLAN DETAILS**

33. An adequate notice plan needs to satisfy “due process” when reaching a class. The United States Supreme Court, in *Eisen v. Carlisle & Jacqueline*, 417 U.S. 156 (1974), stated that direct notice (when possible) is the preferred method for reaching a class. In addition, Rule 23(c)(2) of the Federal Rules of Civil Procedure

provides that “the court must direct to class members the best notice that is practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort. The notice may be by one or more of the following: United States mail, electronic means, or other appropriate means.”

34. JND will send both a postcard and email notice to all Rule 23(b)(3) Settlement Class Members for whom a mailing address is available, and for whom an email address can be found. It is my understanding that postal addresses are available for all Rule 23 (b)(3) Settlement Class Members.

35. Upon receipt of the Class List, JND will promptly load the information into a secure case-specific database for this Settlement. JND will review the data provided in order to identify any undeliverable addresses and duplicate records. A unique identification number (“Unique ID”) will be assigned to each Rule 23(b)(3) Settlement Class Member to identify them throughout the Settlement administration process. JND employs appropriate administrative, technical and physical controls designed to ensure the confidentiality and protection of Settlement Class Member data, as well as to reduce the risk of loss, misuse, or unauthorized access, disclosure or modification of Settlement Class Member data.

#### ***Mailed Notice***

36. Prior to mailing notice, JND staff will perform advanced address research using skip trace databases and the United States Postal Service (“USPS”)

National Change of Address (“NCOA”) database<sup>1</sup> to update addresses. JND will track all notices returned undeliverable by the USPS and will promptly re-mail notices that are returned with a forwarding address. In addition, JND will take reasonable efforts to research and determine if it is possible to reach a Rule 23(b)(3) Settlement Class Member for whom a notice is returned without a forwarding address, either by mailing to a more recent mailing address or using available skip-tracing tools to identify a new mailing address.

### *Email Notice*

37. JND will conduct a sophisticated email append process to obtain email addresses for Rule 23(b)(3) Settlement Class Members based on the information provided by Defendant in connection with the Class List. Prior to emailing the Email Notice, JND will evaluate the email for potential spam language to improve deliverability. This process includes running the email through spam testing software, DKIM<sup>2</sup> for sender identification and authorization, and hostname

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<sup>1</sup> The NCOA database is the official USPS technology product which makes changes of address information available to mailers to help reduce undeliverable mail pieces before mail enters the mail stream.

<sup>2</sup> DomainKeys Identified Mail, or DKIM, is a technical standard that helps protect email senders and recipients from spam, spoofing, and phishing.

evaluation. Additionally, we will check the send domain against the 25 most common IPv4 blacklists.<sup>3</sup>

38. JND uses industry-leading email solutions to achieve the most efficient email notification campaigns. Our Data Team is staffed with email experts and software solution teams to conform each notice program to the particulars of the case. JND provides individualized support during the program and manages our sender reputation with the Internet Service Providers (“ISPs”). For each of our programs, we analyze the program’s data and monitor the ongoing effectiveness of the notification campaign, adjusting the campaign as needed. These actions ensure the highest possible deliverability of the email campaign so that more potential Settlement Class Members receive notice.

39. For each email campaign, including this one, JND will utilize a verification program to eliminate invalid email and spam traps that would otherwise negatively impact deliverability. We will then clean the list of email addresses for formatting and incomplete addresses to further identify all invalid email addresses.

40. To ensure readability of the Email Notice, our team will review and format the body content into a structure that is applicable to all email platforms,

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<sup>3</sup> IPv4 address blacklisting is a common practice. To ensure that the addresses being used are not blacklisted, a verification is performed against well-known IP blacklist databases. A blacklisted address affects the reputation of a company and could cause an acquired IP addresses to be blocked.

allowing the email to pass easily to the recipient. Before launching the email campaign, we will send a test email to multiple ISPs and open and test the email on multiple devices (iPhones, Android phones, desktop computers, tablets, etc.) to ensure the email opens as expected.

41. Additionally, JND will include an “unsubscribe” link at the bottom of the email to allow Rule 23(b)(3) Settlement Class Members to opt out of any additional email notices from JND. This step is essential to maintain JND’s good reputation among the ISPs and reduce complaints relating to the email campaign.

42. Emails that are returned to JND are generally characterized as either “Soft Bounces” or “Hard Bounces.” Hard Bounces are when the ISP rejects the email due to a permanent reason such as the email account is no longer active. Soft Bounces are when the email is rejected for temporary reasons, such as the recipient’s email address inbox is full.

43. When an email is returned due to a Soft Bounce, JND attempts to re-email the email notice up to three additional times in an attempt to secure deliverability. The email is considered undeliverable if it is a Hard Bounce or a Soft Bounce that is returned after a third resend.

44. It is our understanding that the direct mail notice effort will reach virtually all Rule 23(b)(3) Settlement Class Members.

### **SETTLEMENT WEBSITE**

45. JND will establish and maintain a Settlement Website that will provide a general description of both the Rule 23(b)(2) and the Rule 23(b)(3) Settlements, and will include links to separate pages that will provide more detail about each of the Settlements. The Settlement Website will include a feature that will allow Settlement Class Members to request information about the public records Defendant reported about them that led to their inclusion in the Settlement Classes. JND will use information derived from the Class List and respond to all Settlement Class Members who make such a request.

46. The Settlement Website will include copies of all pertinent pleadings in this matter, including the Consolidated Amended Complaint, the Preliminary Approval Order, the Settlement Agreement, the forthcoming motion for attorneys' fees and costs, and a section for frequently asked questions ("FAQS") and procedural information regarding the deadline for objections, the status of the Court-approval process, and the date of the final approval hearing. After final approval is granted, a copy of the Final Approval order and the Injunctive Relief Order will be posted.

47. In addition, Rule 23(b)(3) Settlement Class Members who are in the State Criminal Group will be able to submit claims electronically at the Settlement Website.

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

**TOLL-FREE NUMBER, P.O. BOX, AND EMAIL**

49. JND will establish and maintain a 24-hour, toll-free telephone line that Settlement Class Members can call to obtain information about the Settlement. The toll-free will have an IVR with information recorded in both English and Spanish. The menu will allow callers to select to hear either Rule 23(b)(2)-specific information or Rule 23(b)(3) information. It will also allow Settlement Class Members to request a return call or a copy of the information about the public record(s) Defendant reported about them that led to their inclusion in the Settlement Class(es).

50. JND will establish a post office box to receive Rule 23(b)(3) exclusion requests and claims, as well as Settlement Class Member correspondence and requests.

51. JND will also establish a dedicated email address to receive and respond to Settlement Class Member inquiries. JND will generate email responses from scripted answers to FAQs, which will be approved by the Parties, and will also

be used by our call center personnel for efficiency and to maintain uniformity of messaging.

### **NOTICE DESIGN AND CONTENT**

52. The proposed notice documents are designed to comply with Rule 23's guidelines for class action notices and the *FJC's Checklist*. The notices contain easy-to-read summaries of the Settlement and instructions on how to obtain more information. Courts routinely approve notices that have been written and designed in a similar manner. At my recommendation, the Parties have used plain language to refer to the two aspects of the Settlement, namely by referring to the Rule 23(b)(2) settlement as the Policy Settlement and to the Rule 23(b)(3) Settlement as the Money Settlement. References to members of the relevant settlement classes have been similarly modified to refer to "Policy" or "Money" as appropriate.

### **REACH**

53. To calculate media reach, JND used a Comscore reach and frequency platform. According to this media reach tool, the proposed Rule 23(b)(2) Notice Plan will reach approximately 70% of likely Rule (b)(2) Settlement Class Members. The internet search campaign will extend notice exposure further.

54. The direct notice effort is expected to reach the vast majority of Rule (b)(3) Settlement Class Members.



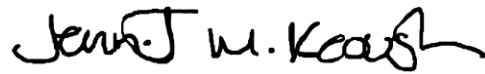
55. The provided reach is similar to that of other court approved programs and meets the standard set forth by the FJC.

**CONCLUSION**

56. In my opinion, the proposed Notice Plans provide the best notice practicable under the circumstances; is consistent with the requirements of Rule 23, and are consistent with other similar court-approved best notice practicable notice programs. The Notice Plans are designed to reach as many Settlement Class Members as possible and inform them about the Settlement and their rights and options.

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

Executed in Seattle, Washington, this 9<sup>th</sup> day of September 2022.



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JENNIFER M. KEOUGH

**- EXHIBIT A -**

# JENNIFER KEOUGH

CHIEF EXECUTIVE OFFICER AND CO-FOUNDER



## I.

## INTRODUCTION

Jennifer Keough is Chief Executive Officer and Co-Founder of JND Legal Administration (“JND”). She is the *only* judicially recognized expert in all facets of class action administration - from notice through distribution. With more than 20 years of legal experience, Ms. Keough has directly worked on hundreds of high-profile and complex administration engagements, including such landmark matters as the \$20 billion Gulf Coast Claims Facility, \$10 billion BP Deepwater Horizon Settlement, \$3.4 billion Cobell Indian Trust Settlement (the largest U.S. government class action settlement ever), \$3.05 billion VisaCheck/MasterMoney Antitrust Settlement, \$2.67 billion Blue Cross Blue Shield antitrust settlement, \$1.5 billion Mercedes-Benz Emissions Settlements; \$1.3 billion Equifax Data Breach Settlement, \$1 billion Stryker Modular Hip Settlement, \$600 million Engle Smokers Trust Fund, \$240 million Signet Securities Settlement, \$215 million USC Student Health Center Settlement, and countless other high-profile matters. She has been appointed notice expert in many notable cases and has testified on settlement matters in numerous courts and before the Senate Committee for Indian Affairs.

The only female CEO in the field, Ms. Keough oversees more than 200 employees at JND’s Seattle headquarters, as well as other office locations around the country.

She manages all aspects of JND's class action business from day-to-day processes to high-level strategies. Her comprehensive expertise with noticing, claims processing, Systems and IT work, call center logistics, data analytics, recovery calculations, check distribution, and reporting gained her the reputation with attorneys on both sides of the aisle as the most dependable consultant for all legal administration needs. Ms. Keough also applies her knowledge and skills to other divisions of JND, including mass tort, lien resolution, government services, and eDiscovery. Given her extensive experience, Ms. Keough is often called upon to consult with parties prior to settlement, is frequently invited to speak on class action issues, and has authored numerous articles in her multiple areas of expertise.

Ms. Keough launched JND with her partners in early 2016. Just a few months later, Ms. Keough was named as the Independent Claims Administrator ("ICA") in a complex BP Solar Panel Settlement. Ms. Keough also started receiving numerous appointments as notice expert and in 2017 was chosen to oversee a restitution program in Canada where every adult in the country was eligible to participate. Also, in 2017, Ms. Keough was named a female entrepreneur of the year finalist in the 14th Annual Stevie Awards for Women in Business. In 2015 and 2017, she was recognized as a "Woman Worth Watching" by Profiles in Diversity Journal.

Since JND's launch, Mrs. Keough has also been featured in numerous news sources. In 2019, she was highlighted in an Authority Magazine article, "5 Things I wish someone told me before I became a CEO," and a Moneyish article, "This is exactly how rampant 'imposter syndrome' is in the workforce." In 2018, she was featured in several Fierce CEO articles, "JND Legal Administration CEO Jennifer Keough aids law firms in complicated settlements," "Special Report—Women CEOs offer advice on defying preconceptions and blazing a trail to the top," and "Companies stand out with organizational excellence," as well as a Puget Sound Business Journal article, "JND Legal CEO Jennifer Keough handles law firms' big business." In 2013, Ms. Keough appeared in a CNN article, "What Changes with Women in the Boardroom."

Prior to forming JND, Ms. Keough was Chief Operating Officer and Executive Vice President for one of the then largest legal administration firms in the country, where

she oversaw operations in several offices across the country and was responsible for all large and critical projects. Previously, Ms. Keough worked as a class action business analyst at Perkins Coie, one of the country's premier defense firms, where she managed complex class action settlements and remediation programs, including the selection, retention, and supervision of legal administration firms. While at Perkins she managed, among other matters, the administration of over \$100 million in the claims-made Weyerhaeuser siding case, one of the largest building product class action settlements ever. In her role, she established a reputation as being fair in her ability to see both sides of a settlement program.

Ms. Keough earned her J.D. from Seattle University. She graduated from Seattle University with a B.A. and M.S.F. with honors.

## II

## LANDMARK CASES

Jennifer Keough has the distinction of personally overseeing the administration of more large class action programs than any other notice expert in the field. Some of her largest engagements include the following:

**1. *Allagas v. BP Solar Int'l, Inc.***

No. 14-cv-00560 (N.D. Cal.)

Ms. Keough was appointed by the United States District Court for the Northern District of California as the Independent Claims Administrator (“ICA”) supervising the notice and administration of this complex settlement involving inspection, remediation, and replacement of solar panels on homes and businesses throughout California and other parts of the United States. Ms. Keough and her team devised the administration protocol and built a network of inspectors and contractors to perform the various inspections and other work needed to assist claimants. She also built a program that included a team of operators to answer claimant questions, a fully interactive dedicated website with online claim filing capability, and a team trained in the very complex intricacies of solar panel mechanisms. In her role as ICA, Ms. Keough regularly reported to the parties and the Court regarding the progress of the case’s administration. In addition to her role as ICA, Ms. Keough also acted as mediator for those claimants who opted out of the settlement to pursue their claims individually against BP. Honorable Susan Illston, recognized the complexity of the settlement when appointing Ms. Keough the ICA (December 22, 2016):

*The complexity, expense and likely duration of the litigation favors the Settlement, which provides meaningful and substantial benefits on a much shorter time frame than otherwise possible and avoids risk to class certification and the Class’s case on the merits...The Court appoints Jennifer Keough of JND Legal Administration to serve as the Independent Claims Administrator (“ICA”) as provided under the Settlement.*

## 2. *Chester v. The TJX Cos.*

No. 15-cv-01437 (C.D. Cal.)

As the notice expert, Ms. Keough proposed a multi-faceted notice plan designed to reach over eight million class members. Where class member information was available, direct notice was sent via email and via postcard when an email was returned as undeliverable or for which there was no email address provided. Additionally, to reach the unknown class members, Ms. Keough's plan included a summary notice in eight publications directed toward the California class and a tear-away notice posted in all TJ Maxx locations in California. The notice effort also included an informational and interactive website with online claim filing and a toll-free number that provided information 24 hours a day. Additionally, associates were available to answer class member questions in both English and Spanish during business hours. Honorable Otis D. Wright, II approved the plan (May 14, 2018):

*...the Court finds and determines that the Notice to Class Members was complete and constitutionally sound, because individual notices were mailed and/or emailed to all Class Members whose identities and addresses are reasonably known to the Parties, and Notice was published in accordance with this Court's Preliminary Approval Order, and such notice was the best notice practicable.*

## 3. *Cobell v. Salazar*

No. 96 CV 1285 (TFH) (D. D.C.)

As part of the largest government class action settlement in our nation's history, Ms. Keough worked with the U.S. Government to implement the administration program responsible for identifying and providing notice to the two distinct but overlapping settlement classes. As part of the notice outreach program, Ms. Keough participated in multiple town hall meetings held at Indian reservations located across the country. Due to the efforts of the outreach program, over 80% of all class members were provided notice. Additionally, Ms. Keough played a role in creating the processes for evaluating claims and ensuring the correct distributions were made. Under Ms. Keough's supervision,

the processing team processed over 480,000 claims forms to determine eligibility. Less than one half of one percent of all claim determinations made by the processing team were appealed. Ms. Keough was called upon to testify before the Senate Committee for Indian Affairs, where Senator Jon Tester of Montana praised her work in connection with notice efforts to the American Indian community when he stated: “Oh, wow. Okay... the administrator has done a good job, as your testimony has indicated, [discovering] 80 percent of the whereabouts of the unknown class members.” Additionally, when evaluating the Notice Program, Judge Thomas F. Hogan concluded (July 27, 2011):

*...that adequate notice of the Settlement has been provided to members of the Historical Accounting Class and to members of the Trust Administration Class.... Notice met and, in many cases, exceeded the requirements of F.R.C.P. 23(c)(2) for classes certified under F.R.C.P. 23(b)(1), (b)(2) and (b)(3). The best notice practicable has been provided class members, including individual notice where members could be identified through reasonable effort. The contents of that notice are stated in plain, easily understood language and satisfy all requirements of F.R.C.P. 23(c)(2)(B).*

#### **4. FTC v. Reckitt Benckiser Grp. PLC**

No. 19CV00028 (W.D. Va.)

Ms. Keough and her team designed a multi-faceted notice program for this \$50 million settlement resolving charges by the FTC that Reckitt Benckiser Group PLC violated antitrust laws by thwarting lower-priced generic competition to its branded drug Suboxone.

The plan reached 80% of potential claimants nationwide, and a more narrowed effort extended reach to specific areas and targets. The nationwide effort utilized a mix of digital, print, and radio broadcast through Sirius XM. Extended efforts included local radio in areas defined as key opioid markets and an outreach effort to medical professionals approved to prescribe Suboxone in the U.S., as well as to substance abuse centers; drug abuse and addiction info and treatment centers; and addiction treatment centers nationwide.



## 5. *Gulf Coast Claims Facility (GCCF)*

The GCCF was one of the largest claims processing facilities in U.S. history and was responsible for resolving the claims of both individuals and businesses relating to the Deepwater Horizon oil spill. The GCCF, which Ms. Keough helped develop, processed over one million claims and distributed more than \$6 billion within the first year-and-a-half of its existence. As part of the GCCF, Ms. Keough and her team coordinated a large notice outreach program which included publication in multiple journals and magazines in the Gulf Coast area. She also established a call center staffed by individuals fluent in Spanish, Vietnamese, Laotian, Khmer, French, and Croatian.

## 6. *Health Republic Ins. Co. v. United States*

No. 16-259C (F.C.C.)

For this \$1.9 billion settlement, Ms. Keough and her team used a tailored and effective approach of notifying class members via Federal Express mail and email. Opt-in notice packets were sent via Federal Express to each potential class member, as well as the respective CEO, CFO, General Counsel, and person responsible for risk corridors receivables, when known. A Federal Express return label was also provided for opt-in returns. Notice Packets were also sent via electronic-mail. The informational and interactive case-specific website posted the notices and other important Court documents and allowed potential class members to file their opt-in form electronically.

## 7. *In re Air Cargo Shipping Servs. Antitrust Litig.*

No. 06-md-1775 (JG) (VVP) (E.D.N.Y.)

This antitrust settlement involved five separate settlements. As a result, many class members were affected by more than one of the settlements, Ms. Keough constructed the notice and claims programs for each settlement in a manner which allowed affected class members the ability to compare the claims data. Each claims administration program included claims processing, review of supporting evidence, and a deficiency notification process. The deficiency

notification process included mailing of deficiency letters, making follow-up phone calls, and sending emails to class members to help them complete their claim. To ensure accuracy throughout the claims process for each of the settlements, Ms. Keough created a process which audited many of the claims that were eligible for payment.

## 8. *In re Blue Cross Blue Shield Antitrust Litig.*

Master File No.: 13-CV-20000-RDP (N.D. Ala.)

JND was appointed as the notice and claims administrator in the \$2.67 billion Blue Cross Blue Shield proposed settlement. To notify class members, we mailed over 100 million postcard notices, sent hundreds of millions of email notices and reminders, and placed notice via print, television, radio, internet, and more. The call center was staffed with 250 agents during the peak of the notice program. More than eight million claims were received. In approving the notice plan designed by Jennifer Keough and her team, United States District Court Judge R. David Proctor, wrote:

*After a competitive bidding process, Settlement Class Counsel retained JND Legal Administration LLC (“JND”) to serve as Notice and Claims Administrator for the settlement. JND has a proven track record and extensive experience in large, complex matters... JND has prepared a customized Notice Plan in this case. The Notice Plan was designed to provide the best notice practicable, consistent with the latest methods and tools employed in the industry and approved by other courts...The court finds that the proposed Notice Plan is appropriate in both form and content and is due to be approved.*

## 9. *In re Classmates.com*

No. C09-45RAJ (W.D. Wash.)

Ms. Keough managed a team that provided email notice to over 50 million users with an estimated success rate of 89%. When an email was returned as undeliverable, it was re-sent up to three times in an attempt to provide notice to

the entire class. Additionally, Ms. Keough implemented a claims administration program which received over 699,000 claim forms and maintained three email addresses in which to receive objections, exclusions, and claim form requests. The Court approved the program when it stated:

*The Court finds that the form of electronic notice... together with the published notice in the Wall Street Journal, was the best practicable notice under the circumstances and was as likely as any other form of notice to apprise potential Settlement Class members of the Settlement Agreement and their rights to opt out and to object. The Court further finds that such notice was reasonable, that it constitutes adequate and sufficient notice to all persons entitled to receive notice, and that it meets the requirements of Due Process...*

## 10. *In re Equifax Inc. Customer Data Sec. Breach Litig.*

No. 17-md-2800-TWT (N.D. Ga.)

JND was appointed settlement administrator, under Ms. Keough's direction, for this complex data breach settlement valued at \$1.3 billion with a class of 147 million individuals nationwide. Ms. Keough and her team oversaw all aspects of claims administration, including the development of the case website which provided notice in seven languages and allowed for online claim submissions. In the first week alone, over 10 million claims were filed. Overall, the website received more than 200 million hits and the Contact Center handled well over 100,000 operator calls. Ms. Keough and her team also worked closely with the Notice Provider to ensure that each element of the media campaign was executed in the time and manner as set forth in the Notice Plan.

Approving the settlement on January 13, 2020, Judge Thomas W. Thrash, Jr. acknowledged JND's outstanding efforts:

*JND transmitted the initial email notice to 104,815,404 million class members beginning on August 7, 2019. (App. 4, ¶¶ 53-54). JND later sent a supplemental email notice to the 91,167,239 class members who had not yet opted out, filed a claim, or unsubscribed from the initial email notice. (Id., ¶¶ 55-56). The notice plan also provides for JND to perform two additional*

*supplemental email notice campaigns. (Id., ¶ 57)...JND has also developed specialized tools to assist in processing claims, calculating payments, and assisting class members in curing any deficient claims. (Id., ¶¶ 4, 21). As a result, class members have the opportunity to file a claim easily and have that claim adjudicated fairly and efficiently...The claims administrator, JND, is highly experienced in administering large class action settlements and judgments, and it has detailed the efforts it has made in administering the settlement, facilitating claims, and ensuring those claims are properly and efficiently handled. (App. 4, ¶¶ 4, 21; see also Doc. 739-6, ¶¶ 2-10). Among other things, JND has developed protocols and a database to assist in processing claims, calculating payments, and assisting class members in curing any deficient claims. (Id., ¶¶ 4, 21). Additionally, JND has the capacity to handle class member inquiries and claims of this magnitude. (App. 4, ¶¶ 5, 42). This factor, therefore, supports approving the relief provided by this settlement.*

## **11. In re General Motors LLC Ignition Switch Litig.**

No. 2543 (MDL) (S.D.N.Y.)

### GM Ignition Switch Compensation Claims Resolution Facility

Ms. Keough oversaw the creation of a Claims Facility for the submission of injury claims allegedly resulting from the faulty ignition switch. The Claims Facility worked with experts when evaluating the claim forms submitted. First, the Claims Facility reviewed thousands of pages of police reports, medical documentation, and pictures to determine whether a claim met the threshold standards of an eligible claim for further review by the expert. Second, the Claims Facility would inform the expert that a claim was ready for its review. Ms. Keough constructed a database which allowed for a seamless transfer of claim forms and supporting documentation to the expert for further review.

## 12. *In re General Motors LLC Ignition Switch Litig.*

No. 2543 (MDL) (S.D.N.Y.)

Ms. Keough was appointed the class action settlement administrator for the \$120 million GM Ignition Switch settlement. On April 27, 2020, Honorable Jesse M. Furman approved the notice program designed by Ms. Keough and her team and the notice documents they drafted with the parties:

*The Court further finds that the Class Notice informs Class Members of the Settlement in a reasonable manner under Federal Rule of Civil Procedure 23(e)(1)(B) because it fairly apprises the prospective Class Members of the terms of the proposed Settlement and of the options that are open to them in connection with the proceedings.*

*The Court therefore approves the proposed Class Notice plan, and hereby directs that such notice be disseminated to Class Members in the manner set forth in the Settlement Agreement and described in the Declaration of the Class Action Settlement Administrator...*

Under Ms. Keough's direction, JND mailed notice to nearly 30 million potential class members.

On December 18, 2020, Honorable Jesse M. Furman granted final approval:

*The Court confirms the appointment of Jennifer Keough of JND Legal Administration ("JND") as Class Action Settlement Administrator and directs Ms. Keough to carry out all duties and responsibilities of the Class Action Settlement Administrator as specified in the Settlement Agreement and herein...The Court finds that the Class Notice and Class Notice Plan satisfied and continue to satisfy the applicable requirements of Federal Rules of Civil Procedure 23(c)(2)(b) and 23(e), and fully comply with all laws, including the Class Action Fairness Act (28 U.S.C. § 1711 et seq.), and the Due Process Clause of the United States Constitution (U.S. Const., amend. V), constituting the best notice that is practicable under the circumstances of this litigation.*

### 13. *In re Mercedes-Benz Emissions Litig.*

No. 16-cv-881 (D.N.J.)

JND Legal Administration was appointed as the Settlement Administrator in this \$1.5 billion settlement wherein Daimler AG and its subsidiary Mercedes-Benz USA reached an agreement to settle a consumer class action alleging that the automotive companies unlawfully misled consumers into purchasing certain diesel type vehicles by misrepresenting the environmental impact of these vehicles during on-road driving. As part of its appointment, the Court approved Jennifer Keough's proposed notice plan and authorized JND Legal Administration to provide notice and claims administration services.

*The Court finds that the content, format, and method of disseminating notice, as set forth in the Motion, Declaration of JND Legal Administration, the Class Action Agreement, and the proposed Long Form Notice, Short Form Notice, and Supplemental Notice of Class Benefits (collectively, the "Class Notice Documents") – including direct First Class mailed notice to all known members of the Class deposited in the mail within the later of (a) 15 business days of the Preliminary Approval Order; or (b) 15 business days after a federal district court enters the US-CA Consent Decree – is the best notice practicable under the circumstances and satisfies all requirements provided in Rule 23(c)(2)(B). The Court approves such notice, and hereby directs that such notice be disseminated in the manner set forth in the Class Action Settlement to the Class under Rule 23(e)(1)...JND Legal Administration is hereby appointed as the Settlement Administrator and shall perform all duties of the Settlement Administrator set forth in the Class Action Settlement.*

On July 12, 2021, the Court granted final approval of the settlement:

*The Court has again reviewed the Class Notice Program and finds that Class Members received the best notice practicable under the circumstances.*

## 14. *In re MyFord Touch Consumer Litig.*

No. 13-cv-3072 (EMC) (N.D. Cal.)

Ms. Keough was retained as the Notice Expert in this \$17 million automotive settlement. Under her direction, the JND team created a multi-faceted website with a VIN # lookup function that provided thorough data on individual car repair history. To assure all of the data was safeguarded, JND hired a third-party to attempt to hack it, demonstrating our commitment to ensuring the security of all client and claimant data. Their attempts were unsuccessful.

In his December 17, 2019 final approval order Judge Edward M. Chen remarked on the positive reaction that the settlement received:

*The Court finds that the Class Notice was the best practicable notice under the circumstances, and has been given to all Settlement Class Members known and reasonably identifiable in full satisfaction of the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process... The Court notes that the reaction of the class was positive: only one person objected to the settlement although, by request of the objector and in the absence of any opposition from the parties, that objection was converted to an opt-out at the hearing.*

## 15. *In re Oil Spill by the Oil Rig “Deepwater Horizon” in the Gulf of Mexico, on April 20, 2010*

No. 2179 (MDL) (E.D. La.)

Following the closure of the Gulf Coast Claims Facility, the Deepwater Horizon Settlement claims program was created. There were two separate legal settlements that provided for two claims administration programs. One of the programs was for the submission of medical claims and the other was for the submission of economic and property damage claims. Ms. Keough played a key role in the formation of the claims program for the evaluation of economic and property damage claims. Additionally, Ms. Keough built and supervised the back-office mail and processing center in Hammond, Louisiana, which was the hub of the program. The Hammond center was visited several times by

Claims Administrator Pat Juneau -- as well as by the District Court Judge and Magistrate -- who described it as a shining star of the program.

## 16. *In re Stryker Rejuvenate and ABG II Hip Implant Prods. Liab. Litig.*

No. 13-2441 (MDL) (D. Minn.)

Ms. Keough and her team were designated as the escrow agent and claims processor in this \$1 billion settlement designed to compensate eligible U.S. Patients who had surgery to replace their Rejuvenate Modular-Neck and/or ABG II Modular-Neck hip stems prior to November 3, 2014. As the claims processor, Ms. Keough and her team designed internal procedures to ensure the accurate review of all medical documentation received; designed an interactive website which included online claim filing; and established a toll-free number to allow class members to receive information about the settlement 24 hours a day. Additionally, she oversaw the creation of a deficiency process to ensure claimants were notified of their deficient submission and provided an opportunity to cure. The program also included an auditing procedure designed to detect fraudulent claims and a process for distributing initial and supplemental payments. Approximately 95% of the registered eligible patients enrolled in the settlement program.

## 17. *In re The Engle Trust Fund*

No. 94-08273 CA 22 (Fla. 11th Jud. Cir. Ct.)

Ms. Keough played a key role in administering this \$600 million landmark case against the country's five largest tobacco companies. Miles A. McGrane, III, Trustee to the Engle Trust Fund recognized Ms. Keough's role when he stated:

*The outstanding organizational and administrative skills of Jennifer Keough cannot be overstated. Jennifer was most valuable to me in handling numerous substantive issues in connection with the landmark Engle Trust Fund matter. And, in her communications with affected class members, Jennifer proved to be a caring expert at what she does.*



## 18. *In re Washington Mut. Inc., Sec. Litig.*

No. 08-md-1919 MJP (W.D. Wash.)

Ms. Keough supervised the notice and claims administration for this securities class action, which included three separate settlements with defendants totaling \$208.5 million. In addition to mailing notice to over one million class members, Ms. Keough managed the claims administration program, including the review and processing of claims, notification of claim deficiencies, and distribution. In preparation for the processing of claims, Ms. Keough and her team established a unique database to store the proofs of claim and supporting documentation; trained staff to the particulars of this settlement; created multiple computer programs for the entry of class member's unique information; and developed a program to calculate the recognized loss amounts pursuant to the plan of allocation. The program was designed to allow proofs of claim to be filed by mail or through an online portal. A deficiency process was established in order to reach out to class members who submitted incomplete proof of claims. The deficiency process involved reaching out to claimants via letters, emails, and telephone calls.

## 19. *King v. Bumble Trading Inc*

No. 18-cv-06868-NC (N.D. Cal.)

Ms. Keough served as the notice expert in this \$22.5 million settlement that alleged that Bumble's Terms & Conditions failed to notify subscribers nationwide of their legal right to cancel their Boost subscription and obtain a refund within three business days of purchase, and for certain users in California, that Bumble's auto-renewal practices violated California law.

JND received two files of class member data containing over 7.1 million records. Our team analyzed the data to identify duplicates and then we further analyzed the unique records, using programmatic techniques and manual review, to identify accounts that had identical information in an effort to prevent multiple

notices being sent to the same class member. Through this process, JND was able to reduce the number of records to less than 6.3 million contacts.

Approving the settlement on December 18, 2020, Judge Nathanael M. Cousins, acknowledged the high success of our notice efforts:

*Pursuant to the Court's Preliminary Approval Order, the Court appointed JND Settlement Administrators as the Settlement Administrator... JND sent court-approved Email Notices to millions of class members...Overall, approximately 81% of the Settlement Class Members were successfully sent either an Email or Mailed Notice...JND supplemented these Notices with a Press Release which Global Newswire published on July 18, 2020... In sum, the Court finds that, viewed as a whole, the settlement is sufficiently "fair, adequate, and reasonable" to warrant approval.*

## 20. **Linneman v. Vita-Mix Corp.**

No. 15-cv-748 (S.D. Ohio)

Ms. Keough was hired by Plaintiff Counsel to design a notice program regarding this consumer settlement related to allegedly defective blenders. The Court approved Ms. Keough's plan and designated her as the notice expert for this case. As direct notice to the entire class was impracticable due to the nature of the case, Ms. Keough proposed a multi-faceted notice program. Direct notice was provided by mail or email to those purchasers identified through data obtained from Vita-Mix and third parties, such as retailers, dealers, distributors, or restaurant supply stores. To reach the unknown class members, Ms. Keough oversaw the design of an extensive media plan that included: published notice in *Cooking Light*, *Good Housekeeping*, and *People* magazine and digital notice; placements through Facebook/Instagram, Twitter, and Conversant; and paid search campaign through Google and Bing. In addition, the program included an informational and interactive website where class members could submit claims electronically, and a toll-free number that provided information to class

members 24 hours a day. When approving the plan, Honorable Susan J. Dlott stated (May 3, 2018):

*JND Legal Administration, previously appointed to supervise and administer the notice process, as well as oversee the administration of the Settlement, appropriately issued notice to the Class as more fully set forth in the Agreement, which included the creation and operation of the Settlement Website and more than 3.8 million mailed or emailed notices to Class Members. As of March 27, 2018, approximately 300,000 claims have been filed by Class Members, further demonstrating the success of the Court-approved notice program.*

## 21. Loblaw Card Program

Jennifer Keough was selected by major Canadian retailer Loblaw and its counsel to act as program administrator in its voluntary remediation program. The program was created as a response to a price-fixing scheme perpetrated by some employees of the company involving bread products. The program offered a \$25 gift card to all adults in Canada who purchased bread products in Loblaw stores between 2002 and 2015. Some 28 million Canadian residents were potential claimants. Ms. Keough and her team: (1) built an interactive website that was capable of withstanding hundreds of millions of “hits” in a short period of time; (2) built, staffed and trained a call center with operators available to take calls twelve hours a day, six days a week; (3) oversaw the vendor in charge of producing and distributing the cards; (4) was in charge of designing and overseeing fraud prevention procedures; and (5) handled myriad other tasks related to this high-profile and complex project.

## 22. McWilliams v. City of Long Beach

No. BC261469 (Cal. Super. Ct.)

Ms. Keough and her team designed and implemented an extensive notice program for the City of Long Beach telephone tax refund settlement. In addition to sending direct notice to all addresses within the City of Long Beach utility

billing system and from its GIS provider, and to all registered businesses during the class period, JND implemented a robust media campaign that alone reached 88% of the Class. The media effort included leading English and Spanish magazines and newspapers, a digital effort, local cable television and radio, an internet search campaign, and a press release distributed in both English and Spanish. The 12% claims rate exceeded expectations.

Judge Maren E. Nelson acknowledged the program's effectiveness in her final approval order on October 30, 2018:

*It is estimated that JND's Media Notice plan reached 88% of the Class and the overall reach of the Notice Program was estimated to be over 90% of the Class. (Keough Decl., at ¶12.). Based upon the notice campaign outlined in the Keough Declaration, it appears that the notice procedure was aimed at reaching as many class members as possible. The Court finds that the notice procedure satisfies due process requirements.*

### **23. New Orleans Tax Assessor Project**

After Hurricane Katrina, the City of New Orleans began to reappraise properties in the area which caused property values to rise. Thousands of property owners appealed their new property values and the City Council did not have the capacity to handle all the appeals in a timely manner. As a result of the large number of appeals, the City of New Orleans hired Ms. Keough to design a unique database to store each appellant's historical property documentation. Additionally, Ms. Keough designed a facility responsible for scheduling and coordinating meetings between the 5,000 property owners who appealed their property values and real estate agents or appraisers. The database that Ms. Keough designed facilitated the meetings between the property owners and the property appraisers by allowing the property appraisers to review the property owner's documentation before and during the appointment with them.

## 24. USC Student Health Ctr. Settlement

No. 18-cv-04258-SVW (C.D. Cal.)

JND was approved as the Settlement Administrator in this important \$215 million settlement that provides compensation to women who were sexually assaulted, harassed and otherwise abused by Dr. George M. Tyndall at the USC Student Health Center during a nearly 30-year period. Ms. Keough and her team designed a notice effort that included: mailed and email notice to potential Class members; digital notices on Facebook, LinkedIn, and Twitter; an internet search effort; notice placements in USC publications/eNewsletters; and a press release. In addition, her team worked with USC staff to ensure notice postings around campus, on USC's website and social media accounts, and in USC alumni communications, among other things. Ms. Keough ensured the establishment of an all-female call center, whose operators were fully trained to handle delicate interactions, with the goal of providing excellent service and assistance to every woman affected. She also worked with the JND staff handling lien resolution for this case. Preliminarily approving the settlement, Honorable Stephen V. Wilson stated (June 12, 2019):

*The Court hereby designates JND Legal Administration ("JND") as Claims Administrator. The Court finds that giving Class Members notice of the Settlement is justified under Rule 23(e)(1) because, as described above, the Court will likely be able to: approve the Settlement under Rule 23(e)(2); and certify the Settlement Class for purposes of judgment. The Court finds that the proposed Notice satisfies the requirements of due process and Federal Rule of Civil Procedure 23 and provides the best notice practicable under the circumstances.*

## 25. Williams v. Weyerhaeuser Co.

Civil Action No. 995787 (Cal. Super. Ct.)

This landmark consumer fraud litigation against Weyerhaeuser Co. had over \$100 million in claims paid. The action involved exterior hardboard siding installed on homes and other structures throughout the United States from

January 1, 1981 to December 31, 1999 that was alleged to be defective and prematurely fail when exposed to normal weather conditions.

Ms. Keough oversaw the administration efforts of this program, both when she was employed by Perkins Coie, who represented defendants, and later when she joined the administration firm handling the case. The claims program was extensive and went on for nine years, with varying claims deadlines depending on when the class member installed the original Weyerhaeuser siding. The program involved not just payments to class members, but an inspection component where a court-appointed inspector analyzed the particular claimant's siding to determine the eligibility and award level. Class members received a check for their damages, based upon the total square footage of damaged siding, multiplied by the cost of replacing, or, in some instances, repairing, the siding on their homes. Ms. Keough oversaw the entirety of the program from start to finish.



## JUDICIAL RECOGNITION

Courts have favorably recognized Ms. Keough's work as outlined above and by the sampling of judicial comments from JND programs listed below.

### 1. Judge Victoria A. Roberts

**Graham v. Univ. of Michigan**, (March 29, 2022)

No. 21-cv-11168-VAR-EAS (E.D. Mich.):

*The Court has received and reviewed...the proposed notice plan as described in the Declaration of Jennifer Keough...The Court finds that the foregoing program of Class Notice and the manner of its dissemination is sufficient under the circumstances and is reasonably calculated to apprise the Settlement Class of the pendency of this Action and their right to object to the Settlement. The Court further finds that the Class Notice program is reasonable; that it constitutes due, adequate, and sufficient notice to all persons entitled to receive notice; and that it meets the requirements of due process and Federal Rule of Civil Procedure 23.*

### 2. Honorable Michael Markman

**DC 16 v. Sutter Health**, (March 11, 2022)

No. RG15753647 (Cal. Super. Ct.):

*The Court approves and appoints JND Legal Administration ("JND") to serve as the notice provider and directs JND to carry out all duties and responsibilities of providing notice and processing requests for exclusion.*

### 3. Honorable P. Kevin Castel

**Hanks v. Lincoln Life & Annuity Co. of New York**, (February 23, 2022)

No. 16-cv-6399 PKC (S.D.N.Y.):

*The Court appoints JND Legal Administration LLC ("JND"), a competent firm, as the Settlement Administrator...The form and content of the notices, as well as the*

manner of dissemination described below, meet the requirements of Rule 23 and due process, constitute the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons and entities entitled thereto.

#### 4. Judge William M. Conley

***Bruzek v. Husky Oil Operations Ltd., (January 31, 2022)***

No. 18-cv-00697 (W.D. Wis.):

*The claims administrator estimates that at least 70% of the class received notice... the court concludes that the parties' settlement is fair, reasonable and adequate under Rule 23(e).*

#### 5. Honorable Dana M. Sabraw

***In re Packaged Seafood Prods. Antitrust Litig. (DPP Class), (January 26, 2022)***

No. 15-md-02670 (S.D. Cal.):

*The rigorous notice plan proposed by JND satisfies requirements imposed by Rule 23 and the Due Process clause of the United States Constitution. Moreover, the contents of the notice satisfactorily informs Settlement Class members of their rights under the Settlement.*

#### 6. Honorable Dana M. Sabraw

***In re Packaged Seafood Prods. Antitrust Litig. (EPP Class), (January 26, 2022)***

No. 15-md-02670 (S.D. Cal.):

*Class Counsel retained JND, an experienced notice and claims administrator, to serve as the notice provider and settlement claims administrator. The Court approves and appoints JND as the Claims Administrator. EPPs and JND have developed an extensive and robust notice program which satisfies prevailing reach standards. JND also developed a distribution plan which includes an efficient and user-friendly claims process with an effective distribution program. The Notice is estimated to reach over 85% of potential class members via notice placements with*



*the leading digital network (Google Display Network), the top social media site (Facebook), and a highly read consumer magazine (People)... The Court approves the notice content and plan for providing notice of the COSI Settlement to members of the Settlement Class.*

## 7. Judge Alvin K. Hellerstein

***Leonard v. John Hancock Life Ins. Co. of NY***, (January 10, 2022)

No. 18-CV-04994 (S.D.N.Y.):

*The Court finds that the manner of distribution of the Notices constitutes the best practicable notice under the circumstances as well as valid, due and sufficient notice to the Class and complies fully with the requirements of Federal Rule of Civil Procedure 23 and the due process requirements of the United States Constitution.*

## 8. Honorable Justice Edward Belobaba

***Kalra v. Mercedes-Benz Canada Inc.***, (December 9, 2021)

No. 15-MD-2670 (Ont. Super. Ct.):

*THIS COURT ORDERS that JND Legal Administration is hereby appointed the Settlement Administrator to implement and oversee the Notice Program, the Claims Program, the Honorarium Payment to the Class Representative, and the payment of the Levy to the Class Proceedings Fund.*

## 9. Judge Timothy J. Corrigan

***Levy v. Dolgencorp, LLC***, (December 2, 2021)

No. 20-cv-01037-TJC-MCR (M.D. Fla.):

*No Settlement Class Member has objected to the Settlement and only one Settlement Class Member requested exclusion from the Settlement through the opt-out process approved by this Court...The Notice Program was the best notice practicable under the circumstances. The Notice Program provided due and adequate notice of the proceedings and of the matters set forth therein, including the proposed Settlement*

set forth in the Agreement, to all persons entitled to such notice. The Notice Program fully satisfied the requirements of the Federal Rules of Civil Procedure and the United States Constitution, which include the requirement of due process.

## 10. Honorable Nelson S. Roman

**Swetz v. GSK Consumer Health, Inc.**, (November 22, 2021) No. 20-cv-04731 (S.D.N.Y.):

*The Notice Plan provided for notice through a nationwide press release; direct notice through electronic mail, or in the alternative, mailed, first-class postage prepaid for identified Settlement Class Members; notice through electronic media—such as Google Display Network and Facebook—using a digital advertising campaign with links to the dedicated Settlement Website; and a toll-free telephone number that provides Settlement Class Members detailed information and directs them to the Settlement Website. The record shows, and the Court finds, that the Notice Plan has been implemented in the manner approved by the Court in its Preliminary Approval Order.*

## 11. Honorable James V. Selna

**Herrera v. Wells Fargo Bank, N.A.**, (November 16, 2021)

No. 18-cv-00332-JVS-MRW (C.D. Cal.):

*On June 8, 2021, the Court appointed JND Legal Administration (“JND”) as the Claims Administrator... JND mailed notice to approximately 2,678,266 potential Non-Statutory Subclass Members and 119,680 Statutory Subclass Members. Id. ¶ 5. 90% of mailings to Non-Statutory Subclass Members were deemed delivered, and 81% of mailings to Statutory Subclass Members were deemed delivered. Id. ¶ 9. Follow-up email notices were sent to 1,977,514 potential Non-Statutory Subclass Members and 170,333 Statutory Subclass Members, of which 91% and 89% were deemed delivered, respectively. Id. ¶ 12. A digital advertising campaign generated an additional 5,195,027 views. Id. ¶ 13...Accordingly, the Court finds that the notice to the Settlement Class was fair, adequate, and reasonable.*

## 12. Judge Mark C. Scarsi

**Patrick v. Volkswagen Grp. of Am., Inc.**, (September 18, 2021)

No. 19-cv-01908-MCS-ADS (C.D. Cal.):

*The Court finds that, as demonstrated by the Declaration of Jennifer M. Keough and counsel's submissions, Notice to the Settlement Class was timely and properly effectuated in accordance with Fed. R. Civ. P. 23(e) and the approved Notice Plan set forth in the Court's Preliminary Approval Order. The Court finds that said Notice constitutes the best notice practicable under the circumstances, and satisfies all requirements of Rule 23(e) and due process.*

## 13. Judge Morrison C. England, Jr.

**Martinelli v. Johnson & Johnson**, (September 27, 2021)

No. 15-cv-01733-MCE-DB (E.D. Cal.):

*The Court appoints JND, a well-qualified and experienced claims and notice administrator, as the Settlement Administrator.*

## 14. Honorable Nathanael M. Cousins

**Malone v. Western Digital Corp.**, (July 21, 2021) No. 20-cv-03584-NC (N.D. Cal.):

*The Court hereby appoints JND Legal Administration as Settlement Administrator... The Court finds that the proposed notice program meets the requirements of Due Process under the U.S. Constitution and Rule 23; and that such notice program—which includes individual direct notice to known Settlement Class Members via email, mail, and a second reminder email, a media and Internet notice program, and the establishment of a Settlement Website and Toll-Free Number—is the best notice practicable under the circumstances and shall constitute due and sufficient notice to all persons entitled thereto. The Court further finds that the proposed form and content of the forms of the notice are adequate and will give the Settlement Class Members sufficient information to enable them to make informed decisions as to the Settlement Class, the right to object or opt-out, and the proposed Settlement and its terms.*

## 15. Judge Mark H. Cohen

**Pinon v. Mercedes-Benz USA, LLC and Daimler AG**, (March 29, 2021)  
No. 18-cv-3984 (N.D. Ga.):

*The Court finds that the content, format, and method of disseminating the Notice Plan, as set forth in the Motion, the Declaration of the Settlement Administrator (Declaration of Jennifer M. Keough Regarding Proposed Notice Plan) [Doc. 70-7], and the Settlement Agreement, including postcard notice disseminated through direct U.S. Mail to all known Class Members and establishment of a website: (a) constitutes the best notice practicable under the circumstances; (b) are reasonably calculated, under the circumstances, to apprise settlement class members of the pendency of the action, the terms of the proposed Settlement Agreement, and their rights under the proposed Settlement Agreement; (c) are reasonable and constitute due, adequate, and sufficient notice to those persons entitled to receive notice; and (d) satisfies all requirements provided Federal Rule of Civil Procedure 23, the constitutional requirement of due process, and any other legal requirements. The Court further finds that the notices are written in plain language, use simple terminology, and are designated to be readily understandable by the Settlement Class...This Court also approves the Postcard Notice, the Long Form Notice, the Reimbursement Claim Form, and the Qualified Future Repair Claim Form in substantially the form as attached as Exhibits B to E to the Declaration of Jennifer M. Keough Regarding Proposed Notice Plan.*

## 16. Honorable Daniel D. Domenico

**Advance Trust & Life Escrow Serv., LTA v. Sec. Life of Denver Ins. Co.**, (January 29, 2021)  
No. 18-cv-01897-DDD-NYW (D. Colo.):

*The court approves the form and contents of the Short-Form and Long Form Notices attached as Exhibits A and B, respectively, to the Declaration of Jennifer M. Keough, filed on January 26, 2021...The proposed form and content of the Notices meet the requirements of Federal Rule of Civil Procedure 23(c)(2)(B)...The court approves the retention of JND Legal Administration LLC as the Notice Administrator.*

## 17. Honorable Virginia A. Phillips

**Sonner v. Schwabe N. Am., Inc.**, (January 25, 2021)

No. 15-cv-01358 VAP (SPx) (C.D. Cal.):

*Following preliminary approval of the settlement by the Court, the settlement administrator provided notice to the Settlement Class through a digital media campaign. (Dkt. 203-5). The Notice explains in plain language what the case is about, what the recipient is entitled to, and the options available to the recipient in connection with this case, as well as the consequences of each option. (Id., Ex. E). During the allotted response period, the settlement administrator received no requests for exclusion and just one objection, which was later withdrawn. (Dkt. 203-1, at 11).*

*Given the low number of objections and the absence of any requests for exclusion, the Class response is favorable overall. Accordingly, this factor also weighs in favor of approval.*

## 18. Honorable R. Gary Klausner

**A.B. v. Regents of the Univ. of California**, (January 8, 2021)

No. 20-cv-09555-RGK-E (C.D. Cal.):

*The parties intend to notify class members through mail using UCLA's patient records. And they intend to supplement the mail notices using Google banners and Facebook ads, publications in the LA times and People magazine, and a national press release. Accordingly, the Court finds that the proposed notice and method of delivery sufficient and approves the notice.*

## 19. Judge Vernon S. Broderick, Jr.

**In re Keurig Green Mountain Single-Serve Coffee Antitrust Litig.**, (December 16, 2020)

No. 14-md-02542 (S.D.N.Y.):

*I further appoint JND as Claims Administrator. JND's principals have more than 75 years-worth of combined class action legal administration experience, and JND*

has handled some of the largest recent settlement administration issues, including the Equifax Data Breach Settlement. (Doc. 1115 ¶ 5.) JND also has extensive experience in handling claims administration in the antitrust context. (Id. ¶ 6.) Accordingly, I appoint JND as Claims Administrator.

## 20. Honorable Laurel Beeler

**Sidibe v. Sutter Health**, (November 5, 2020)

No. 12-cv-4854-LB (N.D. Cal.):

Class Counsel has retained JND Legal Administration (“JND”), an experienced class notice administration firm, to administer notice to the Class. The Court appoints JND as the Class Notice Administrator. JND shall provide notice of pendency of the class action consistent with the procedures outlined in the Keough Declaration.

## 21. Judge Carolyn B. Kuhl

**Sandoval v. Merlex Stucco Inc.**, (October 30, 2020)

No. BC619322 (Cal. Super. Ct.):

Additional Class Member class members, and because their names and addresses have not yet been confirmed, will be notified of the pendency of this settlement via the digital media campaign outlined by the Keough/JND Legal declaration...the Court approves the Parties selection of JND Legal as the third-party Claims Administrator.

## 22. Honorable Louis L. Stanton

**Rick Nelson Co. v. Sony Music Ent.**, (September 16, 2020)

No. 18-cv-08791 (S.D.N.Y.):

The parties have designated JND Legal Administration (“JND”) as the Settlement Administrator. Having found it qualified, the Court appoints JND as the Settlement Administrator and it shall perform all the duties of the Settlement Administrator as set forth in the Stipulation...The form and content of the Notice, Publication Notice and Email Notice, and the method set forth herein of notifying the Class of the Settlement and its terms and conditions, meet the requirements of Rule 23

*of the Federal Rules of Civil Procedure, due process, and any other applicable law, constitute the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons and entities entitled thereto.*

### 23. Judge Steven W. Wilson

***Amador v Baca***, (August 11, 2020)

No. 10-cv-1649 (C.D. Cal.):

*Class Counsel, in conjunction with JND, have also facilitated substantial notice and outreach to the relatively disparate and sometimes difficult to contact class of more than 94,000 individuals, which has resulted in a relatively high claims rate of between 33% and 40%, pending final verification of deficient claims forms. Their conduct both during litigation and after settlement was reached was adequate in all respects, and supports approval of the Settlement Agreement.*

### 24. Judge Stephanie M. Rose

***Swinton v. SquareTrade, Inc.***, (April 14, 2020)

No. 18-CV-00144-SMR-SBJ (S.D. Iowa):

*This publication notice appears to have been effective. The digital ads were linked to the Settlement Website, and Google Analytics and other measures indicate that, during the Publication Notice Period, traffic to the Settlement Website was at its peak.*

### 25. Judge Joan B. Gottschall

***In re Navistar MaxxForce Engines Mktg., Sales Practices and Prods.***, (January 3, 2020)

No. 14-cv-10318 (N.D. Ill.):

*WHEREAS, the Parties have agreed to use JND Legal Administration (“JND”), an experienced administrator of class action settlements, as the claims administrator for this Settlement and agree that JND has the requisite experience and expertise to serve as claims administrator; The Court appoints JND as the claims administrator for the Settlement.*

## 26. Honorable Steven I. Locke

*Donnenfield v. Petro, Inc.*, (December 4, 2019)

No. 17-cv-02310 (E.D.N.Y.):

*WHEREAS, the Parties have agreed to use JND Legal Administration (“JND”), an experienced administrator of class action settlements, as the claims administrator for this Settlement and agree that JND has the requisite experience and expertise to serve as claims administrator; The Court appoints JND as the claims administrator for the Settlement.*

## 27. Honorable Amy D. Hogue

*Trepte v. Bionaire, Inc.*, (November 5, 2019)

No. BC540110 (Cal. Super. Ct.):

*The Court appoints JND Legal Administration as the Class Administrator... The Court finds that the forms of notice to the Settlement Class regarding the pendency of the action and of this settlement, and the methods of giving notice to members of the Settlement Class... constitute the best notice practicable under the circumstances and constitute valid, due, and sufficient notice to all members of the Settlement Class. They comply fully with the requirements of California Code of Civil Procedure section 382, California Civil Code section 1781, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and other applicable law.*

## 28. Judge Barbara Jacobs Rothstein

*Wright v. Lyft, Inc.*, (May 29, 2019)

No. 17-cv-23307-MGC 14-cv-00421-BJR (W.D. Wash.):

*The Court also finds that the proposed method of distributing relief to the class is effective. JND Legal Administration (“JND”), an experienced claims administrator, undertook a robust notice program that was approved by this Court...*



## 29. Judge J. Walton McLeod

***Boskie v. Backgroundchecks.com***, (May 17, 2019)

No. 2019CP3200824 (S.C. C.P.):

*The Court appoints JND Legal Administration as Settlement Administrator...The Court approves the notice plans for the HomeAdvisor Class and the Injunctive Relief Class as set forth in the declaration of JND Legal Administration. The Court finds the class notice fully satisfies the requirements of due process, the South Carolina Rules of Civil Procedure. The notice plan for the HomeAdvisor Class and Injunctive Relief Class constitutes the best notice practicable under the circumstances of each Class.*

## 30. Honorable James Donato

***In re Resistors Antitrust Litig.***, (May 2, 2019)

No. 15-cv-03820-JD (N.D. Cal.):

*The Court approves as to form and content the proposed notice forms, including the long form notice and summary notice, attached as Exhibits B and D to the Second Supplemental Declaration of Jennifer M. Keough Regarding Proposed Notice Program (ECF No. 534-3). The Court further finds that the proposed plan of notice – including Class Counsel’s agreement at the preliminary approval hearing for the KOA Settlement that direct notice would be effectuated through both U.S. mail and electronic mail to the extent electronic mail addresses can be identified following a reasonable search – and the proposed contents of these notices, meet the requirements of Rule 23 and due process, and are the best notice practicable under the circumstances and shall constitute due and sufficient notice to all persons entitled thereto. The Court appoints the firm of JND Legal Administration LLC as the Settlement Administrator.*

## 31. Honorable Leigh Martin May

***Bankhead v. First Advantage Background Serv. Corp.***, (April 30, 2019)

No. 17-cv-02910-LMM-CCB (N.D. Ga.):

*The Court appoints JND Legal Administration as Settlement Administrator... The Court approves the notice plans for the Class as set forth in the declaration of*

*the JND Legal Administration. The Court finds that class notice fully satisfies the requirements of due process of the Federal Rules of Civil Procedure. The notice plan constitutes the best notice practicable under the circumstances of the Class.*

### **32. Honorable P. Kevin Castel**

***Hanks v. Lincoln Life & Annuity Co. of New York***, (April 23, 2019)

No. 16-cv-6399 PKC (S.D.N.Y.):

*The Court approves the form and contents of the Short-Form Notice and Long-Form Notice (collectively, the “Notices”) attached as Exhibits A and B, respectively, to the Declaration of Jennifer M. Keough, filed on April 2, 2019, at Docket No. 120...The form and content of the notices, as well as the manner of dissemination described below, therefore meet the requirements of Rule 23 and due process, constitute the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons and entities entitled thereto...the Court approves the retention of JND Legal Administration LLC (“JND”) as the Notice Administrator.*

### **33. Judge Kathleen M. Daily**

***Podawiltz v. Swisher Int’l, Inc.***, (February 7, 2019)

No. 16CV27621 (Or. Cir. Ct.):

*The Court appoints JND Legal Administration as settlement administrator...The Court finds that the notice plan is reasonable, that it constitutes due, adequate and sufficient notice to all persons entitled to receive notice, and that it meets the requirements of due process, ORCP 32, and any other applicable laws.*

### **34. Honorable Kenneth J. Medel**

***Huntzinger v. Suunto Oy***, (December 14, 2018)

No. 37-2018-27159 (CU) (BT) (CTL) (Cal. Super. Ct.):

*The Court finds that the Class Notice and the Notice Program implemented pursuant to the Settlement Agreement and Preliminary Approval Order constituted the best*

*notice practicable under the circumstances to all persons within the definition of the Class and fully complied with the due process requirement under all applicable statutes and laws and with the California Rules of Court.*

### 35. Honorable Thomas M. Durkin

***In re Broiler Chicken Antitrust Litig.***, (November 16, 2018)

No. 16-cv-8637 (N.D. Ill.):

*The notice given to the Class, including individual notice to all members of the Class who could be identified through reasonable efforts, was the best notice practicable under the circumstances. Said notice provided due and adequate notice of the proceedings and of the matters set forth therein, including the proposed settlement set forth in the Settlement Agreement, to all persons entitled to such notice, and said notice fully satisfied the requirements of Rules 23(c)(2) and 23(e)(1) of the Federal Rules of Civil Procedure and the requirements of due process.*

### 36. Judge Maren E. Nelson

***Granados v. Cnty. of Los Angeles***, (October 30, 2018)

No. BC361470 (Cal. Super. Ct.):

*JND's Media Notice plan is estimated to have reached 83% of the Class. The overall reach of the Notice Program was estimated to be over 90% of the Class. (Keough Decl., at ¶12.). Based upon the notice campaign outlined in the Keough Declaration, it appears that the notice procedure was aimed at reaching as many class members as possible. The Court finds that the notice procedure satisfies due process requirements.*

### 37. Judge Cheryl L. Pollak

***Dover v. British Airways, PLC (UK)***, (October 9, 2018)

No. 12-cv-5567 (E.D.N.Y.), in response to two objections:

*JND Legal Administration was appointed as the Settlement Claims Administrator, responsible for providing the required notices to Class Members and overseeing the*

*claims process, particularly the processing of Cash Claim Forms...the overwhelmingly positive response to the Settlement by the Class Members, reinforces the Court's conclusion that the Settlement is fair, adequate, and reasonable.*

### **38. Judge Edward J. Davila**

***In re Intuit Data Litig.***, (October 4, 2018)

No. 15-CV-1778-EJD (N.D. Cal.):

*The Court appoints JND Legal Administration (“JND”) to serve as the Settlement Administrator...The Court approves the program for disseminating notice to Class Members set forth in the Agreement and Exhibit A thereto (herein, the “Notice Program”). The Court approves the form and content of the proposed forms of notice, in the forms attached as Attachments 1 through 3 to Exhibit A to the Agreement. The Court finds that the proposed forms of notice are clear and readily understandable by Class Members. The Court finds that the Notice Program, including the proposed forms of notice, is reasonable and appropriate and satisfies any applicable due process and other requirements, and is the only notice to the Class Members of the Settlement that is required.*

### **39. Judge Ann D. Montgomery**

***In re Wholesale Grocery Prod. Antitrust Litig.***, (November 16, 2017)

No. 9-md-2090 (ADM) (TNL) (D. Minn.):

*Notice provider and claims administrator JND Legal Administration LLC provided proof that mailing conformed to the Preliminary Approval Order in a declaration filed contemporaneously with the Motion for Final Approval of Class Settlement. This notice program fully complied with Fed. R. Civ. P. 23, satisfied the requirements of due process, is the best notice practicable under the circumstances, and constituted due and adequate notice to the Class of the Settlement, Final Approval Hearing and other matters referred to in the Notice.*

#### 40. Honorable David O. Carter

*Hernandez v. Experian Info. Sols., Inc.*, (April 6, 2018)

No. 05-cv-1070 (C.D. Cal.):

*The Court finds, however, that the notice had significant value for the Class, resulting in over 200,000 newly approved claims—a 28% increase in the number of Class members who will receive claimed benefits—not including the almost 100,000 Class members who have visited the CCRA section of the Settlement Website thus far and the further 100,000 estimated visits expected through the end of 2019. (Dkt. 1114-1 at 3, 6). Furthermore, the notice and claims process is being conducted efficiently at a total cost of approximately \$6 million, or \$2.5 million less than the projected 2009 Proposed Settlement notice and claims process, despite intervening increases in postage rates and general inflation. In addition, the Court finds that the notice conducted in connection with the 2009 Proposed Settlement has significant ongoing value to this Class, first in notifying in 2009 over 15 million Class members of their rights under the Fair Credit Reporting Act (the ignorance of which for most Class members was one area on which Class Counsel and White Objectors' counsel were in agreement), and because of the hundreds of thousands of claims submitted in response to that notice, and processed and validated by the claims administrator, which will be honored in this Settlement.*

## IV.

## CASE EXPERIENCE

Ms. Keough has played an important role in hundreds of matters throughout her career. A partial listing of her notice and claims administration case work is provided below.

| CASE NAME   | CASE NUMBER         | LOCATION         |
|---|---------------------|------------------|
| <i>Aaland v. Contractors.com and One Planet Ops</i>                               | 19-2-242124 SEA     | Wash. Super. Ct. |
| <i>A.B. v. Regents of the Univ. of California</i>                                 | 20-cv-09555-RGK-E   | C.D. Cal.        |
| <i>Achziger v. IDS Prop. Cas. Ins.</i>  | 14-cv-5445          | W.D. Wash.       |
| <i>Adair v. Michigan Pain Specialist, PLLC</i>                                    | 14-28156-NO         | Mich. Cir.       |
| <i>Adkins v. EQT Prod. Co.</i>  | 10-cv-00037-JPJ-PMS | W.D. Va.         |
| <i>Advance Trust &amp; Life Escrow Serv., LTA v. Sec. Life of Denver Ins. Co.</i> | 18-cv-01897-DDD-NYW | D. Colo.         |
| <i>Ahmed v. HSBC Bank USA, NA</i>   | 15-cv-2057-FMO-SPx  | N.D. Ill.        |
| <i>Allagas v. BP Solar Int'l, Inc.</i>  | 14-cv-00560 (SI)    | N.D. Cal.        |
| <i>Amador v. Baca</i>   | 10-cv-1649          | C.D. Cal.        |
| <i>Amin v. Mercedes-Benz USA, LLC</i>   | 17-cv-01701-AT      | N.D. Ga.         |
| <i>Anger v. Accretive Health</i>  | 14-cv-12864         | E.D. Mich.       |
| <i>Arthur v. Sallie Mae, Inc.</i>   | 10-cv-00198-JLR     | W.D. Wash.       |
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| <i>Atl. Ambulance Corp. v. Cullum &amp; Hitti</i>                                 | MRS-L-264-12        | N.J. Super. Ct.  |
| <i>Avila v. LifeLock Inc.</i>   | 15-cv-01398-SRB     | D. Ariz.         |
| <i>Backer Law Firm, LLC v. Costco Wholesale Corp.</i>                             | 15-cv-327 (SRB)     | W.D. Mo.         |
| <i>Baker v. Equity Residential Mgmt., LLC</i>                                     | 18-cv-11175         | D. Mass.         |
| <i>Bankhead v. First Advantage Background Servs. Corp.</i>                        | 17-cv-02910-LMM-CCB | N.D. Ga.         |
| <i>Barbanell v. One Med. Grp., Inc.</i>   | CGC-18-566232       | Cal. Super. Ct.  |
| <i>Barclays Dark Pool Sec. Litig.</i>   | 14-cv-5797 (VM)     | S.D.N.Y.         |
| <i>Barrios v. City of Chicago</i>   | 15-cv-02648         | N.D. Ill.        |
| <i>Beezley v. Fenix Parts, Inc.</i>   | 17-cv-7896          | N.D. Ill.        |
| <i>Belanger v. RoundPoint Mortg. Servicing</i>                                    | 17-cv-23307-MGC     | S.D. Fla.        |
| <i>Belin v. Health Ins. Innovations, Inc.</i>                                     | 19-cv-61430-AHS     | S.D. Fla.        |
| <i>Beltran v. InterExchange, Inc.</i>   | 14-cv-3074          | D. Colo.         |
| <i>BlackRock Core Bond Portfolio v. Wells Fargo</i>                               | 65687/2016          | N.Y. Super. Ct.  |

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| <i>Bland v. Premier Nutrition Corp.</i>                                 | RG19-002714                | Cal. Super. Ct. |
| <i>Blasi v. United Debt Serv., LLC</i>                                  | 14-cv-0083                 | S.D. Ohio       |
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| <i>Boskie v. Backgroundchecks.com</i>                                   | 2019CP3200824              | S.C. C.P.       |
| <i>Boyd v. RREM Inc., d/b/a Winston</i>                                 | 2019-CH-02321              | Ill. Cir. Ct.   |
| <i>Bradley v. Honecker Cowling LLP</i>                                  | 18-cv-01929-CL             | D. Or.          |
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| <i>Brna v. Isle of Capri Casinos</i>                                    | 17-cv-60144 (FAM)          | S.D. Fla.       |
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| <i>Bruzek v. Husky Oil Operations Ltd.</i>                              | 18-cv-00697                | W.D. Wis.       |
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| <i>Carillo v. Wells Fargo Bank, N.A.</i>                                | 18-cv-03095                | E.D.N.Y.        |
| <i>Carmack v. Amaya Inc.</i>  | 16-cv-1884                 | D.N.J.          |
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| <i>Chamblee v. TerraForm Power, Inc.</i>                                | 16 MD 2742 (PKC)(AJP)      | S.D.N.Y.        |
| <i>Chapman v. GEICO Cas. Co.</i>  | 37-2019-00000650-CU-CR-CTL | Cal. Super. Ct. |
| <i>Chester v. TJX Cos.</i>  | 15-cv-1437 (ODW) (DTB)     | C.D. Cal.       |
| <i>Chieftain Royalty Co. v. BP Am. Prod. Co.</i>                        | 18-cv-00054-JFH-JFJ        | N.D. Okla.      |
| <i>Chieftain Royalty Co. v. Marathon Oil Co.</i>                        | 17-cv-334                  | E.D. Okla.      |
| <i>Chieftain Royalty Co. v. Newfield Exploration Mid-Continent Inc.</i> | 17-cv-00336-KEW            | E.D. Okla.      |
| <i>Chieftain Royalty Co. v. SM Energy Co.</i>                           | 18-cv-01225-J              | W.D. Okla.      |
| <i>Chieftain Royalty Co. v. XTO Energy, Inc.</i>                        | 11-cv-00029-KEW            | E.D. Okla.      |
| <i>Christopher v. Residence Mut. Ins. Co.</i>                           | CIVDS1711860               | Cal. Super. Ct. |
| <i>City of Los Angeles v. Bankrate, Inc.</i>                            | 14-cv-81323 (DMM)          | S.D. Fla.       |
| <i>Cline v Sunoco, Inc.</i>   | 17-cv-313-JAG              | E.D. Okla.      |
| <i>Cline v. TouchTunes Music Corp.</i>                                  | 14-CIV-4744 (LAK)          | S.D.N.Y.        |
| <i>Cobell v. Salazar</i>  | 96-cv-1285 (TFH)           | D.D.C.          |
| <i>Common Ground Healthcare Coop. v. United States</i>                  | 17-877C                    | F.C.C.          |
| <i>Cooper Clark Found. v. Oxy USA</i>                                   | 2017-CV-000003             | D. Kan.         |
| <i>Corker v. Costco Wholesale Corp.</i>                                 | 19-cv-00290-RSL            | W.D. Wash.      |

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| <i>Corona v. Sony Pictures Entm't Inc.</i>           | 14-CV-09600-RGK-E              | C.D. Cal.        |
| <i>Courtney v. Avid Tech., Inc.</i>                  | 13-cv-10686-WGY                | D. Mass.         |
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| <i>Davis v. Carfax, Inc.</i>                         | CJ-04-1316L                    | D. Okla.         |
| <i>Davis v. State Farm Ins.</i>                      | 19-cv-466                      | W.D. Ky.         |
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| <i>DeMarco v. AvalonBay Communities, Inc.</i>        | 15-cv-00628-JLL-JAD            | D.N.J.           |
| <i>Deora v Nanthealth</i>                            | 17-cv-01825-TJH-MRWx           | C.D. Cal.        |
| <i>Diel v Salal Credit Union</i>                     | 19-2-10266-7 KNT               | Wash. Super. Ct. |
| <i>Djoric v. Justin Brands, Inc.</i>                 | BC574927                       | Cal. Super. Ct.  |
| <i>Doan v. CORT Furniture Rental Corp.</i>           | 30-2017-00904345-CU-BT-CXC     | Cal. Super. Ct.  |
| <i>Doan v. State Farm Gen. Ins. Co.</i>              | 1-08-cv-129264                 | Cal. Super. Ct.  |
| <i>Dobbins v. Bank of Am., N.A.</i>                  | 17-cv-00540                    | D. Md.           |
| <i>Donnenfield v. Petro, Inc.</i>                    | 17-cv-02310                    | E.D.N.Y.         |
| <i>Dougherty v. Barrett Bus. Serv., Inc.</i>         | 17-2-05619-1                   | Wash. Super. Ct. |
| <i>Dougherty v. QuickSIUS, LLC</i>                   | 15-cv-06432-JHS                | E.D. Pa.         |
| <i>Dover v. British Airways, PLC (UK)</i>            | 12-cv-5567                     | E.D.N.Y.         |
| <i>Dwyer v. Snap Fitness, Inc.</i>                   | 17-cv-00455-MRB                | S.D. Ohio        |
| <i>Dye v. Richmond Am. Homes of California, Inc.</i> | 30-2013-00649460-CU-CD-CXC     | Cal. Super. Ct.  |
| <i>Edwards v. Arkansas Cancer Clinic, P.A.</i>       | 35CV-18-1171                   | Ark. Cir. Ct.    |
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| <i>Engquist v. City of Los Angeles</i>               | BC591331                       | Cal. Super. Ct.  |
| <i>Erica P. John Fund, Inc. v. Halliburton Co.</i>   | 02-cv-1152                     | N.D. Tex.        |
| <i>Expedia Hotel Taxes &amp; Fees Litig.</i>         | 05-2-02060-1 (SEA)             | Wash. Super. Ct. |
| <i>Family Med. Pharmacy LLC v. Impax Labs., Inc.</i> | 17-cv-53                       | S.D. Ala.        |



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| <i>Farmer v. Bank of Am.</i>                               | 11-cv-00935-OLG            | W.D. Tex.        |
| <i>Farris v. Carlinville Rehab and Health Care Ctr.</i>    | 2019CH42                   | Ill. Cir. Ct.    |
| <i>Fielder v. Mechanics Bank</i>                           | BC721391                   | Cal. Super. Ct.  |
| <i>Finerman v. Marriott Ownership Resorts, Inc.</i>        | 14-cv-1154-J-32MCR         | M.D. Fla.        |
| <i>Fishon v. Premier Nutrition Corp.</i>                   | 16-CV-06980-RS             | N.D. Cal.        |
| <i>Fitzgerald v. Lime Rock Res.</i>                        | CJ-2017-31                 | Okla. Dist. Ct.  |
| <i>Fleming v Impax Labs. Inc.</i>                          | 16-cv-6557                 | N.D. Cal.        |
| <i>Folweiler v. Am. Family Ins. Co.</i>                    | 16-2-16112-0               | Wash. Super. Ct. |
| <i>Fosbrink v. Area Wide Protective, Inc.</i>              | 17-cv-1154-T-30CPT         | M.D. Fla.        |
| <i>Franklin v. Equity Residential</i>                      | 651360/2016                | N.Y. Super. Ct.  |
| <i>Frederick v. ExamSoft Worldwide, Inc.</i>               | 2021L001116                | Ill. Cir. Ct.    |
| <i>Fresno Cnty. Employees Ret. Assoc. v. comScore Inc.</i> | 16-cv-1820 (JGK)           | S.D.N.Y.         |
| <i>Frost v. LG Elec. MobileComm U.S.A., Inc.</i>           | 37-2012-00098755-CU-PL-CTL | Cal. Super. Ct.  |
| <i>FTC v. Consumerinfo.com</i>                             | SACV05-801 AHS (MLGx)      | C.D. Cal.        |
| <i>FTC v. Reckitt Benckiser Grp. PLC</i>                   | 19CV00028                  | W.D. Va.         |
| <i>Gehrich v. Howe</i>                                     | 37-2018-00041295-CU-SL-CTL | N.D. Ga.         |
| <i>Gomez v. Mycles Cycles, Inc.</i>                        | 37-2015-00043311-CU-BT-CTL | Cal. Super. Ct.  |
| <i>Gonzalez v. Banner Bank</i>                             | 20-cv-05151-SAB            | E.D. Wash.       |
| <i>Gonzalez-Tzita v. City of Los Angeles</i>               | 16-cv-00194                | C.D. Cal.        |
| <i>Gormley v. magicJack Vocaltec Ltd.</i>                  | 16-cv-1869                 | S.D.N.Y.         |
| <i>Graf v. Orbit Machining Co.</i>                         | 2020CH03280                | Ill. Cir. Ct.    |
| <i>Gragg v. Orange Cab Co.</i>                             | C12-0576RSL                | W.D. Wash.       |
| <i>Graham v. Univ. of Michigan</i>                         | 21-cv-11168-VAR-EAS        | E.D. Mich.       |
| <i>Granados v. Cnty. of Los Angeles</i>                    | BC361470                   | Cal. Super., Ct. |
| <i>Gudz v. Jemrock Realty Co., LLC</i>                     | 603555/2009                | N.Y. Super. Ct.  |
| <i>Guevoura Fund Ltd. v. Sillerman</i>                     | 15-cv-07192-CM             | S.D.N.Y.         |
| <i>Hahn v. Hanil Dev., Inc.</i>                            | BC468669                   | Cal. Super. Ct.  |
| <i>Haines v. Washington Trust Bank</i>                     | 20-2-10459-1               | Wash. Super. Ct. |
| <i>Halperin v. YouFit Health Clubs</i>                     | 18-cv-61722-WPD            | S.D. Fla.        |
| <i>Hanks v. Lincoln Life &amp; Annuity Co. of New York</i> | 16-cv-6399 PKC             | S.D.N.Y.         |
| <i>Harrington v. Wells Fargo Bank NA</i>                   | 19-cv-11180-RGS            | D. Mass.         |

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| <i>Harris v. Chevron U.S.A., Inc.</i>  | 15-cv-00094                                | W.D. Okla.      |
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| <i>Hay Creek Royalties, LLC v Mewbourne Oil Co.</i>                                      | CIV-20-1199-F                              | W.D. Okla.      |
| <i>Hay Creek Royalties, LLC v. Roan Res. LLC</i>   | 19-cv-00177-CVE-JFJ                        | N.D. Okla.      |
| <i>Health Republic Ins. Co. v. United States</i>   | 16-259C                                    | F.C.C.          |
| <i>Henry Price Trust v Plains Mkting</i>   | 19-cv-00390-RAW                            | E.D. Okla.      |
| <i>Hernandez v. Experian Info. Sols., Inc.</i>   | 05-cv-1070 (DOC) (MLGx)                    | C.D. Cal.       |
| <i>Hernandez v. Wells Fargo Bank, N.A.</i>   | 18-cv-07354                                | N.D. Cal.       |
| <i>Herrera v. Wells Fargo Bank, N.A.</i>   | 18-cv-00332-JVS-MRW                        | C.D. Cal.       |
| <i>Hicks v. State Farm Fire and Cas. Co.</i>   | 14-cv-00053-HRW-MAS                        | E.D. Ky.        |
| <i>Hill v. Valli Produce of Evanston</i>   | 2019CH13196                                | Ill. Cir. Ct.   |
| <i>Holmes v. LM Ins. Corp.</i>   | 19-cv-00466                                | M.D. Tenn.      |
| <i>Holt v. Murphy Oil USA, Inc.</i>  | 17-cv-911                                  | N.D. Fla.       |
| <i>Horton v. Cavalry Portfolio Serv., LLC and Krejci v. Cavalry Portfolio Serv., LLC</i> | 13-cv-0307-JAH-WVG and 16-cv-00211-JAH-WVG | C.D. Cal.       |
| <i>Howell v. Checkr, Inc.</i>  | 17-cv-4305                                 | N.D. Cal.       |
| <i>Hoyte v. Gov't of D.C.</i>  | 13-cv-00569                                | D.D.C.          |
| <i>Hufford v. Maxim Inc.</i>   | 19-cv-04452-ALC-RWL                        | S.D.N.Y.        |
| <i>Huntzinger v. Suunto Oy</i>   | 37-2018-27159 (CU) (BT) (CTL)              | Cal. Super. Ct. |
| <i>In re Air Cargo Shipping Servs. Antitrust Litig.</i>                                  | 06-md-1775 (JG) (VVP)                      | E.D.N.Y.        |
| <i>In re Akorn, Inc. Sec. Litig.</i>   | 15-c-1944                                  | N.D. Ill.       |
| <i>In re Am. Express Fin. Advisors Sec. Litig.</i>                                       | 04 Civ. 1773 (DAB)                         | S.D.N.Y.        |
| <i>In re AMR Corp. (Am. Airlines Bankr.)</i>   | 1-15463 (SHL)                              | S.D.N.Y.        |
| <i>In re Auction Houses Antitrust Litig.</i>   | 00-648 (LAK)                               | S.D.N.Y.        |
| <i>In re AudioEye, Inc. Sec. Litig.</i>  | 15-cv-163 (DCB)                            | D. Ariz.        |
| <i>In re AXA Equitable Life Ins. Co. COI Litig.</i>                                      | 16-cv-740                                  | S.D.N.Y.        |
| <i>In re Banner Health Data Breach Litig.</i>  | 16-cv-02696                                | D. Ariz.        |
| <i>In re Blue Cross Blue Shield Antitrust Litig.</i>                                     | 13-CV-20000-RDP                            | N.D. Ala.       |
| <i>In re Bofl Holding, Inc. Sec. Litig.</i>  | 15-cv-02324-GPC-KSC                        | S.D. Cal.       |
| <i>In re Broiler Chicken Antitrust Litig.</i>  | 16-cv-08637                                | N.D. Ill.       |
| <i>In re Celgene Corp. Sec. Litig.</i>   | 18-4772                                    | D.N.J.          |
| <i>In re Chaparral Energy, Inc.</i>  | 20-11947 (MFW)                             | D. Del. Bankr.  |

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| <i>In re Classmates.com</i>  | C09-45RAJ              | W.D. Wash.      |
| <i>In re Cognizant Tech. Solutions Corp. Sec. Litig.</i>   | 16-6509                | D.N.J.          |
| <i>In re CRM Holdings, Ltd. Sec. Litig.</i>  | 10-cv-00975-RPP        | S.D.N.Y.        |
| <i>In re Equifax Inc. Customer Data Sec. Breach Litig.</i>   | 17-md-2800-TWT         | N.D. Ga.        |
| <i>In re Equifax Inc. Sec. Litig.</i>  | 17-cv-03463-TWT        | N.D. Ga.        |
| <i>In re General Motors LLC Ignition Switch Litig.</i>   | 14-md-2543             | S.D.N.Y.        |
| <i>In re Glob. Tel*Link Corp. Litig.</i>   | 14-CV-5275             | W.D. Ark.       |
| <i>In re GoPro, Inc. Shareholder Litig.</i>  | CIV537077              | Cal. Super. Ct. |
| <i>In re Guess Outlet Store Pricing</i>  | JCCP No. 4833          | Cal. Super. Ct. |
| <i>In re Helios and Matheson Analytics, Inc. Sec. Litig.</i>                                       | 18-cv-06965JGK         | S.D.N.Y.        |
| <i>In re Illumina, Inc. Sec. Litig.</i>  | 16-cv-03044-L-MSB      | S.D. Cal.       |
| <i>In re Initial Pub. Offering Sec. Litig. (IPO Sec. Litig.)</i>                                   | No. 21-MC-92           | S.D.N.Y.        |
| <i>In re Intuit Data Litig.</i>  | 15-CV-1778-EJD         | N.D. Cal.       |
| <i>In re J.P. Morgan Stable Value Fund ERISA Litig.</i>  | 12-cv-02548-VSB        | S.D.N.Y.        |
| <i>In re Keurig Green Mountain Single-Serve Coffee Antitrust Litig. (Indirect-Purchasers)</i>      | 14-md-02542            | S.D.N.Y.        |
| <i>In re Legacy Reserves LP Preferred Unitholder Litig.</i>  | 2018-225 (JTL)         | Del. Ch.        |
| <i>In re LIBOR-Based Fin. Instruments Antitrust Litig.</i>   | 11-md-2262 (NRB)       | S.D.N.Y.        |
| <i>In re Mattel, Inc. Sec. Litig.</i>  | 19-CV-10860-MCS        | C.D. Cal.       |
| <i>In re Mercedes-Benz Emissions Litig.</i>  | 16-cv-881 (KM) (ESK)   | D.N.J.          |
| <i>In re Mindbody, Inc. Stockholder Litig.</i>   | 2019-0442-KSJM         | Del. Ch.        |
| <i>In re MyFord Touch Consumer Litig.</i>  | 13-cv-3072 (EMC)       | N.D. Cal.       |
| <i>In re Mylan N.V. Sec. Litig</i>   | 16-cv-07926-JPO        | S.D.N.Y.        |
| <i>In re Navistar MaxxForce Engines Mktg., Sales Practices and Prods. Liab. Litig.</i>             | 14-cv-10318            | N.D. Ill.       |
| <i>In re Novo Nordisk Sec. Litig.</i>  | 17-cv-00209-BRM-LHG    | D.N.J.          |
| <i>In re Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico, on April 20, 2010</i> | 2179 (MDL)             | E.D. La.        |
| <i>In re Packaged Seafood Products Antitrust Litig. (DPP and EPP Class)</i>                        | 15-md-02670            | S.D. Cal.       |
| <i>In re PHH Lender Placed Ins. Litig.</i>   | 12-cv-1117 (NLH) (KMW) | D.N.J.          |
| <i>In re Pokémon Go Nuisance Litig.</i>  | 16-cv-04300            | N.D. Cal.       |
| <i>In re Polyurethane Foam Antitrust Litig.</i>  | 10-md-196 (JZ)         | N.D. Ohio       |

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| <i>In re Processed Egg Prod. Antitrust Litig.</i>                          | 08-MD-02002           | E.D. Pa.           |
| <i>In re Resideo Tech., Inc. Sec. Litig.</i>                               | 19-cv-02863           | D. Minn.           |
| <i>In re Resistors Antitrust Litig.</i>                                    | 15-cv-03820-JD        | N.D. Cal.          |
| <i>In re Rev Grp., Inc. Sec. Litig.</i>                                    | 18-cv-1268-LA         | E.D. Wis.          |
| <i>In re Rockwell Med. Inc. Stockholder Derivative Litig.</i>              | 19-cv-02373           | E.D. N.Y.          |
| <i>In re Saks Inc. Shareholder Litig.</i>                                  | 652724/2013           | N.Y. Super. Ct.    |
| <i>In re Sheridan Holding Co. I, LLC</i>                                   | 20-31884 (DRJ)        | Bankr. S.D. Tex.   |
| <i>In re Signet Jewelers Ltd, Sec. Litig.</i>                              | 16-cv-06728-CM-SDA    | S.D.N.Y.           |
| <i>In re Snap Inc. Sec. Litig.</i>   | 17-cv-03679-SVW-AGR   | C.D. Cal.          |
| <i>In re Spectrum Brand Sec. Litig.</i>                                    | 19-cv-347-JDP         | W.D. Wis.          |
| <i>In re Stellantis N.V. v. Sec. Litig.</i>                                | 19-CV-6770 (EK) (MMH) | E.D.N.Y.           |
| <i>In re Stericycle, Inc. Sec. Litig.</i>                                  | 16-cv-07145           | N.D. Ill.          |
| <i>In re Stryker Rejuvenate and ABG II Hip Implant Prods. Liab. Litig.</i> | 13-md-2441            | D. Minn.           |
| <i>In re Tenet Healthcare Corp. Sec.</i>                                   | CV-02-8462-RSWL (Rzx) | C.D. Cal.          |
| <i>In re Tesla Inc. Sec. Litig.</i>  | 18-cv-04865-EMC       | N.D. Cal.          |
| <i>In re The Engle Trust Fund</i>  | 94-08273 CA 22        | Fla. 11th Cir. Ct. |
| <i>In re Ubiquiti Networks Sec. Litig.</i>                                 | 18-cv-01620 (VM)      | S.D.N.Y.           |
| <i>In re Unilife Corp. Sec. Litig.</i>                                     | 16-cv-3976 (RA)       | S.D.N.Y.           |
| <i>In re Unit Petroleum Co.</i>  | 20-32738 (DRJ)        | Bankr. S.D. Tex.   |
| <i>In re Vale S.A. Sec. Litig.</i>   | 15 Civ. 09539 (GHW)   | S.D.N.Y.           |
| <i>In re Washington Mut. Inc. Sec. Litig.</i>                              | 8-md-1919 (MJP)       | W.D. Wash.         |
| <i>In re Webloyalty.com, Inc. Mktg. &amp; Sales Practices Litig.</i>       | 06-11620-JLT          | D. Mass.           |
| <i>In re Wholesale Grocery Prod. Antitrust Litig.</i>                      | 9-md-2090 (ADM) (TNL) | D. Minn.           |
| <i>In re Williams Sec. Litig.</i>  | 02-CV-72-SPF (FHM)    | N.D. Okla.         |
| <i>In re Yahoo! Inc. Sec. Litig.</i>                                       | 17-cv-373             | N.D. Cal.          |
| <i>In the Matter of GTV Media Grp. Inc.</i>                                | 3-20537               | SEC                |
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| <i>Jerome v. Elan 99, LLC</i>  | 2018-02263            | Tx. Dist. Ct.      |
| <i>Jet Capital Master Fund L.P. v. HRG Grp. Inc.</i>                       | 21-cv-552-jdp         | W.D. Wis.          |
| <i>Jeter v. Bullseye Energy, Inc.</i>                                      | 12-cv-411 (TCK) (PJC) | N.D. Okla.         |

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| <i>Johnson v. MGM Holdings, Inc.</i>                      | 17-cv-00541           | W.D. Wash.      |
| <i>Johnston v. Camino Natural Res., LLC</i>               | 19-cv-02742-CMA-SKC   | D. Colo.        |
| <i>Jordan v. WP Co. LLC, d/b/a The Washington Post</i>    | 20-cv-05218           | N.D. Cal.       |
| <i>Kalra v. Mercedes-Benz Canada Inc.</i>                 | CV-16-550271-00CP     | Ont. Super. Ct. |
| <i>Kennedy v. McCarthy</i>                                | 16-cv-2010-CSH        | D. Conn.        |
| <i>Kent v. R.L. Vallee, Inc.</i>                          | 617-6-15              | D. Vt.          |
| <i>Kernen v. Casillas Operating LLC</i>                   | 18-cv-00107-JD        | W.D. Okla.      |
| <i>Khona v. Subaru of Am., Inc.</i>                       | 19-cv-09323-RMB-AMD   | D.N.J.          |
| <i>King v. Bumble Trading Inc.</i>                        | 18-cv-06868-NC        | N.D. Cal.       |
| <i>Kissel v. Code 42 Software Inc.</i>                    | 15-1936 (JLS) (KES)   | C.D. Cal.       |
| <i>Kokoszki v. Playboy Enter., Inc.</i>                   | 19-cv-10302           | E.D. Mich.      |
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| <i>Kommer v. Ford Motor Co.</i>                           | 17-cv-00296-LEK-DJS   | N.D.N.Y.        |
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| <i>Krueger v. Ameriprise Fin., Inc.</i>                   | 11-cv-02781 (SRN/JSM) | D. Minn.        |
| <i>Lambert v. Navy Fed. Credit Union</i>                  | 19-cv-00103-LO-MSN    | E.D. Va.        |
| <i>Langan v. Johnson &amp; Johnson Consumer Co.</i>       | 13-cv-01471           | D. Conn.        |
| <i>Larson v. Allina Health Sys.</i>                       | 17-cv-03835           | D. Minn.        |
| <i>Lee v. Hertz Corp., Dollar Thrifty Auto. Grp. Inc.</i> | CGC-15-547520         | Cal. Super. Ct. |
| <i>Leonard v. John Hancock Life Ins. Co. of NY</i>        | 18-CV-04994           | S.D.N.Y.        |
| <i>Levy v. Dolgencorp, LLC</i>                            | 20-cv-01037-TJC-MCR   | M.D. Fla.       |
| <i>Linderman v. City of Los Angeles</i>                   | BC650785              | Cal. Super. Ct. |
| <i>Linkwell Corp. Sec. Litig.</i>                         | 16-cv-62506           | S.D. Fla.       |
| <i>Linneman v. Vita-Mix Corp.</i>                         | 15-cv-748             | S.D. Ohio       |
| <i>Lion Biotechnologies Sec. Litig.</i>                   | 17-cv-02086-SI        | N.D. Cal.       |
| <i>Liotta v. Wolford Boutiques, LLC</i>                   | 16-cv-4634            | N.D. Ga.        |
| <i>Lippert v. Baldwin</i>                                 | 10-cv-4603            | N.D. Ill.       |
| <i>Lloyd v. CVB Fin. Corp.</i>                            | 10-cv-6256 (CAS)      | C.D. Cal.       |
| <i>Loblaw Card Program</i>                                | Remediation Program   |                 |
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| <i>Mabrey v. Autovest</i>                                 | CGC-18-566617         | Cal. Super. Ct. |

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| <i>Machado v. Endurance Int'l Grp. Holdings Inc.</i>         | 15-cv-11775-GAO                    | D. Mass.         |
| <i>Macias v. Los Angeles County Dept. of Water and Power</i> | BC594049                           | Cal. Super. Ct.  |
| <i>Malin v. Ambry Genetics Corp.</i>                         | 30-2018-00994841-CU-SL-CXC         | Cal. Super. Ct.  |
| <i>Malone v. Western Digital Corp.</i>                       | 20-cv-03584-NC                     | N.D. Cal.        |
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| <i>Martin v. Lindenwood Univ.</i>                            | 20-cv-01128                        | E.D. Mo.         |
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| <i>McClintock v. Continuum Producer Serv., LLC</i>           | 17-cv-00259-JAG                    | E.D. Okla.       |
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| <i>McGann v. Schnuck Markets Inc.</i>                        | 1322-CC00800                       | Mo. Cir. Ct.     |
| <i>McGraw v. Geico Gen. Ins. Co.</i>                         | 15-2-07829-7                       | Wash. Super. Ct. |
| <i>McKibben v. McMahon</i>                                   | 14-2171 (JGB) (SP)                 | C.D. Cal.        |
| <i>McKnight Realty Co. v. Bravo Arkoma, LLC</i>              | 17-CIV-308 (KEW);<br>20-CV-428-KEW | E.D. Okla.       |
| <i>McNeill v. Citation Oil &amp; Gas Corp.</i>               | 17-CIV-121 (KEW)                   | E.D. Okla.       |
| <i>McWilliams v. City of Long Beach</i>                      | BC361469                           | Cal. Super. Ct.  |
| <i>Messner v. Cambridge Real Estate Servs., Inc.</i>         | 19CV28815                          | Or. Cir. Ct.     |
| <i>Mid Is. LP v. Hess Corp.</i>                              | 650911/2013                        | N.Y. Super. Ct.  |
| <i>Mild v. PPG Indus., Inc.</i>                              | 18-cv-04231                        | C.D. Cal.        |
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| <i>Miller v. Guenther Mgmt. LLC</i>                          | 20-2-02604-32                      | Wash. Super. Ct. |
| <i>Miller v. Mut. of Enumclaw Ins. Co.</i>                   | 19-2-12357-1                       | Wash. Super. Ct. |
| <i>Milstead v. Robert Fiance Beauty Sch., Inc.</i>           | CAM-L-328-16                       | N.J. Super. Ct.  |
| <i>Moeller v. Advance Magazine Publishers, Inc.</i>          | 15-cv-05671 (NRB)                  | S.D.N.Y.         |
| <i>Mojica v. Securus Techs., Inc.</i>                        | 14-cv-5258                         | W.D. Ark.        |
| <i>Molnar v. 1-800-Flowers Retail, Inc.</i>                  | BC 382828                          | Cal. Super. Ct.  |
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| <i>Muir v. Early Warning Servs., LLC</i>                 | 16-cv-00521             | D.N.J.           |
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| <i>Parker v. Time Warner Entm't Co.</i>                  | 239 F.R.D. 318          | E.D.N.Y.         |
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| <i>Parmelee v. Santander Consumer USA Holdings Inc.</i>  | 16-cv-783-K             | N.D. Tex.        |
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| <i>Pauper Petroleum, LLC v. Kaiser-Francis Oil Co.</i>   | 19-cv-00514-JFH-JFJ     | N.D. Okla.       |
| <i>Pearlstein v. BlackBerry Ltd.</i>                     | 13-cv-7060              | S.D.N.Y.         |
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| <i>Pena v. Wells Fargo Bank</i>                          | 19-cv-04065-MMC-TSH     | N.D. Cal.        |
| <i>Perchlak v. Liddle &amp; Liddle</i>                   | 19-cv-09461             | C.D. Cal.        |
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| <i>Phillips v. Hobby Lobby Stores, Inc.</i>                      | 18-cv-01645-JHE; 16-cv-837-JHE | N.D. Ala.        |
| <i>Pierce v Anthem Ins. Cos.</i>                                 | 15-cv-00562-TWP-TAB            | S. D. Ind.       |
| <i>Pine Manor Investors v. FPI Mgmt., Inc.</i>                   | 34-2018-00237315               | Cal. Super. Ct.  |
| <i>Pinon v. Mercedes-Benz USA, LLC and Daimler AG</i>            | 18-cv-3984                     | N.D. Ga.         |
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| <i>Podawiltz v. Swisher Int'l, Inc.</i>                          | 16CV27621                      | Or. Cir. Ct.     |
| <i>Prause v. TechnipFMC PLC</i>                                  | 7-cv-2368                      | S.D. Tex.        |
| <i>Press v. J. Crew Grp., Inc.</i>                               | 56-2018-512503 (CU) (BT) (VTA) | Cal. Super. Ct.  |
| <i>Purcell v. United Propane Gas, Inc.</i>                       | 14-CI-729                      | Ky. 2nd Cir.     |
| <i>Quezada v. ArbiterSports, LLC</i>                             | 20-cv-05193-TJS                | E.D. Pa.         |
| <i>Raider v. Archon Corp.</i>                                    | A-15-712113-B                  | D. Nev.          |
| <i>Ramos v. Hopele of Fort Lauderdale, LLC</i>                   | 17-cv-62100                    | S.D. Fla.        |
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| <i>RCC, P.S. v. Unigard Ins. Co.</i>                             | 19-2-17085-9                   | Wash. Super. Ct. |
| <i>Reirdon v. Cimarex Energy Co.</i>                             | 16-CIV-113 (KEW)               | E.D. Okla.       |
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| <i>Rhea v. Apache Corp.</i>                                      | 14-cv-00433-JH                 | E.D. Okla.       |
| <i>Rice v. Insync</i>  | 30-2014-00701147-CU-NP-CJC     | Cal. Super. Ct.  |
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| <i>Rich v. EOS Fitness Brands, LLC</i>                           | RIC1508918                     | Cal. Super. Ct.  |
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| <i>Rosado v. Barry Univ., Inc.</i>                               | 20-cv-21813                    | S.D. Fla.        |
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| <i>Roth v. GEICO Gen. Ins. Co. and Joffe v. GEICO Indem. Co.</i> | 16-cv-62942                    | S.D. Fla.        |
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| <i>Ruppel v. Consumers Union of United States, Inc.</i>          | 16-cv-2444 (KMK)               | S.D.N.Y.         |
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| <i>San Antonio Fire &amp; Police Pension Fund v. Dole Food Co.</i> | 15-cv-1140 (LPS)                      | E.D. Del.       |
| <i>Sanchez v. Centene Corp.</i>                                    | 17-cv-00806-AGF                       | E.D. Mo.        |
| <i>Sanders v. Glob. Research Acquisition, LLC</i>                  | 18-cv-00555                           | M.D. Fla.       |
| <i>Sandoval v. Merlex Stucco Inc.</i>                              | BC619322                              | Cal. Super. Ct. |
| <i>Santa Barbara Channelkeeper v. State Water Res. Control Bd.</i> | 37-2020-00005776                      | Cal. Super. Ct. |
| <i>Schlesinger v. Ticketmaster</i>                                 | BC304565                              | Cal. Super. Ct. |
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| <i>SEB Inv. Mgmt. AB v. Align Tech., Inc.</i>                      | 18-CV-06720-LHK                       | N.D. Cal.       |
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| <i>SEC v. Henry Ford and Fallcatcher, Inc.</i>                     | 19-cv-02214-PD                        | E.D. Pa.        |
| <i>SEC v. Homeland Safety Int'l, Inc.</i>                          | 08-cv-01197-RO                        | N.D. Tex.       |
| <i>Seegert v. P.F. Chang's China Bistro</i>                        | 37-2017-00016131-CU-MC-CTL            | Cal. Super. Ct. |
| <i>Shah v Zimmer Biomet Holdings, Inc.</i>                         | 16-cv-00815-PPS-MGG                   | N.D. Ind.       |
| <i>Sidibe v. Sutter Health</i>                                     | 12-cv-4854-LB                         | N.D. Cal.       |
| <i>Smith v. Pulte Home Corp.</i>                                   | 30-2015-00808112-CU-CD-CXC            | Cal. Super. Ct. |
| <i>Snap Derivative Settlement</i>                                  | 18STCV09365; BC720152;<br>19STCV08413 | Cal. Super. Ct. |
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| <i>Sonner v. Schwabe N. Am., Inc.</i>                              | 15-cv-01358 VAP (SPx)                 | C.D. Cal.       |
| <i>Speed v. JMA Energy Co., LLC</i>                                | CJ-2016-59                            | Okla. Dist. Ct. |
| <i>Staats v. City of Palo Alto</i>                                 | 2015-1-CV-284956                      | Cal. Super. Ct. |
| <i>Stanley v. Capri Training Ctr.</i>                              | ESX-L-1182-16                         | N.J. Super. Ct. |
| <i>Steele v. PayPal, Inc.</i>                                      | 05-CV-01720 (ILG) (VVP)               | E.D.N.Y.        |
| <i>Stein v. Eagle Bancorp, Inc.</i>                                | 19-cv-06873-LGS                       | S.D.N.Y.        |

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| <i>Stewart v. Early Warning Serv., LLC</i>         | 18-cv-3277          | D.N.J.           |
| <i>Stier v. PEMCO Mut. Ins. Co.</i>                | 18-2-08153-5        | Wash. Super. Ct. |
| <i>Stillman v. Clermont York Assocs. LLC</i>       | 603557/09E          | N.Y. Super. Ct.  |
| <i>Strickland v. Carrington Mortg. Servs., LLC</i> | 16-cv-25237         | S.D. Fla.        |
| <i>Strohm v. Missouri Am. Water Co.</i>            | 16AE-CV01252        | Mo. Cir. Ct.     |
| <i>Strougo v. Lannett Co.</i>                      | 18-cv-3635          | E.D. Pa.         |
| <i>Stuart v. State Farm Fire &amp; Cas. Co.</i>    | 14-cv-04001         | W.D. Ark.        |
| <i>Sudunagunta v. NantKwest, Inc.</i>              | 16-cv-01947-MWF-JEM | C.D. Cal.        |
| <i>Sullivan v Wenner Media LLC</i>                 | 16-cv-00960-JTN-ESC | W.D. Mich.       |
| <i>Swafford v. Ovintiv Exploration Inc.</i>        | 21-cv-00210-SPS     | E.D. Okla.       |
| <i>Swetz v. GSK Consumer Health, Inc.</i>          | 20-cv-04731         | S.D.N.Y.         |
| <i>Swinton v. SquareTrade, Inc.</i>                | 18-CV-00144-SMR-SBJ | S.D. Iowa        |
| <i>Terrell v. Costco Wholesale Corp.</i>           | 16-2-19140-1-SEA    | Wash. Super. Ct. |
| <i>Tile Shop Stockholders Litig.</i>               | 2019-0892-SG        | Del. Ch.         |
| <i>Timberlake v. Fusione, Inc.</i>                 | BC 616783           | Cal. Super. Ct.  |
| <i>Tkachyk v. Traveler's Ins.</i>                  | 16-28-m (DLC)       | D. Mont.         |
| <i>T-Mobile Remediation Program</i>                | Remediation Program |                  |
| <i>Townes, IV v. Trans Union, LLC</i>              | 04-1488-JJF         | D. Del.          |
| <i>Townsend v. G2 Secure Staff</i>                 | 18STCV04429         | Cal. Super. Ct.  |
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| <i>Tyus v. Gen. Info. Sols. LLC</i>                | 2017CP3201389       | S.C. C.P.        |
| <i>Udeen v. Subaru of Am., Inc.</i>                | 10-md-196 (JZ)      | D.N.J.           |
| <i>United States v. City of Austin</i>             | 14-cv-00533-LY      | W.D. Tex.        |
| <i>United States v. City of Chicago</i>            | 16-c-1969           | N.D. Ill.        |
| <i>United States v. Greyhound Lines, Inc.</i>      | 16-67-RGA           | D. Del.          |
| <i>USC Student Health Ctr. Settlement</i>          | 18-cv-04258-SVW     | C.D. Cal.        |
| <i>Van Jacobs v. New World Van Lines, Inc.</i>     | 2019CH02619         | Ill. Cir. Ct.    |
| <i>Vasquez v. Libre by Nexus, Inc.</i>             | 17-cv-00755-CW      | N.D. Cal.        |
| <i>Vassalle v. Midland Funding LLC</i>             | 11-cv-00096         | N.D. Ohio        |
| <i>Viesse v. Saar's Inc.</i>                       | 17-2-7783-6 (SEA)   | Wash. Super. Ct. |
| <i>Vitiello v Bed Bath &amp; Beyond Inc.</i>       | 20-cv-04240-MCA-MAH | D.N.J.           |

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| <i>Wahl v. Yahoo! Inc.</i>                          | 17-cv-2745 (BLF)        | N.D. Cal.       |
| <i>Watson v. Checkr, Inc.</i>                       | 19-CV-03396-EMC         | N.D. Cal.       |
| <i>Weimar v. Geico Advantage Ins. Co.</i>           | 19-cv-2698-JTF-tmp      | W.D. Tenn.      |
| <i>WellCare Sec. Litig.</i>                         | 07-cv-01940-VMC-EAJ     | M.D. Fla.       |
| <i>White Family Minerals, LLC v. EOG Res., Inc.</i> | 19-cv-409-KEW           | E.D. Okla.      |
| <i>Williams v. Children's Mercy Hosp.</i>           | 1816-CV 17350           | Mo. Cir. Ct.    |
| <i>Williams v. Weyerhaeuser Co.</i>                 | 995787                  | Cal. Super. Ct. |
| <i>Wills v. Starbucks Corp.</i>                     | 17-cv-03654             | N.D. Ga.        |
| <i>Wilner v. Leopold &amp; Assoc,</i>               | 15-cv-09374-PED         | S.D.N.Y.        |
| <i>Wilson v. LSB Indus., Inc</i>                    | 15-cv-07614-RA-GWG      | S.D.N.Y.        |
| <i>Wornicki v. Brokerpriceopinion.com, Inc.</i>     | 13-cv-03258 (PAB) (KMT) | D. Colo.        |
| <i>Wright v. Lyft, Inc.</i>                         | 14-cv-00421-BJR         | W.D. Wash.      |
| <i>Wright v. Southern New Hampshire Univ.</i>       | 20-cv-00609             | D.N.H.          |
| <i>Yamagata v. Reckitt Benckiser, LLC</i>           | 17-cv-03529-CV          | N.D. Cal.       |
| <i>Yates v. Checkers</i>                            | 17-cv-09219             | N.D. Ill.       |
| <i>Yeske v. Macoupin Energy</i>                     | 2017-L-24               | Ill. Cir. Ct.   |
| <i>Z.B. v. Birmingham Cmty. Charter High Sch.</i>   | 19STCV17092             | Cal. Super. Ct. |

**IN THE UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF GEORGIA  
Atlanta Division**

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**IN RE: TransUnion Rental Screening Solutions,  
Inc. FCRA Litigation**

**No. 1:20-md-02933-JPB  
ALL CASES**

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**DECLARATION OF LEONARD A. BENNETT IN SUPPORT OF PLAINTIFFS'  
MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

I, Leonard A. Bennett, hereby declare the following:

1. My name is Leonard A. Bennett. I am over 21 years of age, of sound mind, capable of executing this Declaration in Support of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement, and have personal knowledge of the facts stated herein, and they are all true and correct.

**Consumer Litigation Associates, P.C.**

2. I am one of the attorneys working on behalf of the Plaintiffs and the Class in the above-styled litigation, and I am an attorney and principal of the law firm of Consumer Litigation Associates, P.C., a six-attorney law firm with offices in Hampton Roads, Richmond, Harrisonburg and Alexandria, Virginia. My primary office is at 763 J. Clyde Morris Boulevard, Suite 1-A, Newport News, Virginia 23601. I submit this Declaration in support of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement.

3. Since 1994, I have been and presently am a member in good standing of the Bar of the highest court of the Commonwealth of Virginia, where I regularly practice law. Additionally,

since 1995, I have been a member in good standing of the Bar of the highest court of the State of North Carolina.

4. I have also been admitted to practice before and am presently admitted to numerous other federal courts. I have also been admitted to or by *pro hac vice* in United States District Courts including Alabama, Arizona, California, Colorado, Connecticut, Delaware, Florida, Georgia, Hawaii, Idaho, Illinois, Iowa, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Mississippi, Missouri, Nevada, New Hampshire, New Jersey, New York, Ohio, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Washington, West Virginia, Wisconsin, Wyoming, and the District of Columbia.

5. I was selected as the 2017 Consumer Lawyer of the Year by the National Association of Consumer Advocates.

6. Since 1996, my practice has been limited to consumer protection litigation. While my experience representing consumers has come within several areas, with nearly all of my litigation experience in Federal Court.

7. Since 2001, I have been asked to and did speak at numerous CLE programs, seminars and events in the area of Consumer Protection litigation.<sup>1</sup>

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<sup>1</sup> PLI Representing the Pro Bono Client: Consumer Law Basics, San Francisco August 12, 2022; NACA Spring Training 2022, National Landscape in FCRA, May 2022; NCLC 2021 Mortgage Conference, Credit Reporting Issues in Mortgage Cases, June 25, 2021; NACA Online Spring Training 2021, COVID and Post-COVID Issues in FCRA Litigation, April 30, 2021; NCLC 2020 Consumer Rights Litigation Conference, Discovery in FCRA Cases, November 18, 2020; NACA Webinar, Understanding the Metro 2 Reporting Format, September 24, 2020; NCLC 2021 Mortgage Conference, Credit Reporting Issues in Mortgage Cases, June 25, 2021; NACA Online Spring Training 2020, Dealing with FCRA Paradigm Shifts: New Equifax Defense and COVID-19 Challenges, May 11, 2020; NACA Webinar, Virtual Depositions, March 31, 2020; National Consumer Law Center, Consumer Rights Conference, Denver, Colorado (November 2018); Military U.S. Navy Legal Assistance, Consumer Awareness, Buying, Financing and Owning an Automobile (July 2018); Practicing Law Institute (PLI), 23rd Annual Consumer Financial Services Institute, April 2018; National Consumer Law Center, Consumer Rights Conference, Washington, D.C., Speaker (November 2017); National Consumer Law Center, Consumer Rights Conference, Anaheim, California, Speaker for Multiple Sessions (October 2016); Fair Debt Collection Practices Act/Fair Credit Reporting Act, Norfolk and Portsmouth, VA Bar Association (October 29, 2015); National Consumer Law Center, Consumer Rights Conference, Washington, D.C., Speaker for Multiple Sessions (November 2013); National Consumer Law Center, Fair Debt Collection Practices Act Conference, Fair Credit Reporting Act Claims Against Debt Buyers, March 2013; National

8. I testified before the United States House Financial Services Committee on multiple occasions. In 2014, I spoke before the Consumer Financial Protection Bureau Consumer Advisory Board.

9. I have also served on a Federal Trade Commission Round Table and Governor Kaine's Virginia Protecting Consumer Privacy Working Group all within this field. I was recently on the Board of Directors of the National Association of Consumer Advocates and am on the Partners Council of the National Consumer Law Center, on the Board of Directors for Public

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Association of Consumer Advocates, Webinar CLE: FCRA Dispute Process, December 2012; Rossdale CLE, Fair Credit Reporting Act (August 2012); Virginia Trial Lawyers Association, Advocacy Seminar - October, 2011; National Association of Consumer Advocates, Fair Credit Reporting Act National Conference - Memphis, TN, May 2011; Stafford Publications CLE, National Webinar, "FCRA and FACTA Class Actions: Leveraging New Developments in Certification, Damages and Preemption" (April 2011); National Consumer Law Center, National Consumer Rights Conference, Boston, Speaker for Multiple Sessions, November, 2010; Virginia State Bar, Telephone and Webinar Course, Virginia, 2009; "What's Going On Here? Surging Consumer Litigation - Including Class Actions in State and Federal Court"; National Association of Consumer Advocates, Fair Credit Reporting Act National Conference, Chicago, IL, May 2009; National Consumer Law Center, National Consumer Rights Conference, Philadelphia, Speaker for Multiple Sessions, November 2009; National Consumer Law Center, National Consumer Rights Conference, Portland, OR, Speaker for Multiple Sessions, November 2008; Washington State Bar, Consumer Law CLE, Speaker, September 2008; Washington State Bar, Consumer Law CLE, Speaker, July 2007; House Financial Services Committee, June 2007; National Consumer Law Center, National Consumer Rights Conference, Washington, D.C., Speaker for Multiple Sessions, November 2007; National Association of Consumer Advocates, Fair Credit Reporting Act National Conference; Denver, Colorado, May 2007, Multiple Panels; U.S. Army JAG School, Charlottesville, Virginia, Consumer Law Course Instructor, May 2007; Georgia State Bar, Consumer Law CLE, Speaker, March 2007; Contributing Author, Fair Credit Reporting Act, Sixth Edition, National Consumer Law Center, 2006; National Consumer Law Center, National Consumer Rights Conference, Miami, FL, Speaker for Multiple Sessions, November 2006; Texas State Bar, Consumer Law CLE, Speaker, October 2006 Federal Claims in Auto fraud Litigation; Santa Clara University Law School, Course, March 2006 Fair Credit Reporting Act; Widener University Law School, Course, March 2006 Fair Credit Reporting Act; United States Navy, Navy Legal Services, Norfolk, Virginia, April 2006 Auto Fraud; Missouri State Bar CLE, Oklahoma City, Oklahoma; Identity Theft; National Consumer Law Center, National Consumer Rights Conference, Boston, Mass, Multiple panels; National Association of Consumer Advocates, Fair Credit Reporting Act National Conference, New Orleans, Louisiana (May 2005), Multiple Panels; United States Navy, Naval Justice School (JAG Training), Newport, Rhode Island, Consumer Law; American Bar Association, Telephone Seminar; Changing Faces of Consumer Law, National Consumer Law Center, National Consumer Rights Conference, Boston, Mass; Fair Credit Reporting Act Experts Panel; and ABCs of the Fair Credit Reporting Act; National Association of Consumer Advocates, Fair Credit Reporting Act National Conference, Chicago, Illinois; Multiple Panels; Oklahoma State Bar CLE, Oklahoma City, Oklahoma, Identity Theft; Virginia State Bar, Telephone Seminar, Identity Theft; United States Navy, Naval Justice School (JAG Training), Newport, Rhode Island, Consumer Law; United States Navy, Navy Legal Services, Norfolk, Virginia, Auto Fraud; Virginia State Bar, Richmond and Fairfax, Virginia, Consumer Protection Law; Michigan State Bar, Consumer Law Section, Ann Arbor, Michigan, *Keynote Speaker*.

Justice and the Advisory Council of the Virginia Poverty Law Center.

10. I have been named as a multi-year Super Lawyer, a Law Dragon Top 500 Plaintiffs' Attorney, to Best Lawyers in America (including Lawyer of the Year) and a Virginia Leader in the Law.

11. In 2019 and 2020, my firm earned the National Law Journal's Elite Trial Lawyers Award for top firm in Financial Products class action litigation.

12. In 2019, our firm, Consumer Litigation Associates, was the co-recipient of the Virginia State Bar's Frankie Muse Freeman Organizational Pro Bono Award.

13. My firm has been selected by U.S. NEWS & WORLD REPORT Best Law Firm, First Tier Nationwide.

14. I was and am one of the contributing authors of the leading and comprehensive treatises published by National Consumer Law Center and used by judges and advocates nationally.

**Consumer Litigation Associates, P.C.'s Experience**

15. I have substantial experience in complex litigation, including class action cases, prosecuted in Federal court.

16. I have litigated scores of class action cases based on consumer protection claims in the past two decades. In each of the class cases, when asked to do so by either contested or uncontested motion, the court found me to be adequate class counsel. In each of these, I served in a lead or executive committee counsel role.

17. I have extensive experience litigating class actions in the Eastern District of Virginia. Practicing in the Eastern District requires an intimate knowledge of the rules and procedures unique to the district. The ABA's Committee on Commercial and Business Litigation

advises that the “‘Rocket Docket’ is a potential trap for the uninitiated” and recommends that “visiting litigants and lawyers alike would be well advised to retain experienced lead or local counsel to help them safely navigate the Rocket Docket.” *A Winning Motions Practice in the Rocket Docket*, Vol. 10, No. 4 (Summer 2009). Having practiced in this division and district for over 20 years and having appeared in over 900 cases in this district, I am well versed in the rules and federal procedures. In addition to the sheer volume of cases I have handled, I have also appeared in numerous complex class action cases.

18. The Settlement in this case was reached only after the following events, each of which independently supports the conclusion that the posture of the action and the discovery conducted is such that the proposed settlement is fair.

- Substantive and contested briefing and motions practice on procedural and discovery grounds;
- Production, obtaining and handling of significant discovery, including four of Defendant’s employees.
- Plaintiffs’ served discovery requests resulting in the production in over 50,000 pages of documents and the review of significant electronic data and data samples from Defendant’s various data bases including the processing and analyzing the data; and
- The parties attended four formal mediation sessions and many subsequent emails, phone calls and subsequent communications through a third-party Mediator, Nancy Lesser to each the settlement in this case.

19. My firm participated in and helped lead the negotiation of this settlement. At most of the mediations, I served as lead, and sometimes co-lead. We approached settlement negotiations



as we always do, focusing on achieving the best benefit possible for our clients and the Class.

20. In this case, all Parties face the prospect of continued litigation through the completion of a trial, jury deliberations, followed by appeals. We also had extended the length of the litigation process as far as the Court would permit.

21. Taken as a whole, there is little doubt that the decision to settle was as informed as it possibly could have been. This action has been substantively litigated by the Parties in hard fought arms-length negotiations and sufficient discovery has been obtained by both Plaintiff and Defendant to assess the strength of their respective claims and defenses. Class counsel fully endorses the Settlement as fair and adequate under the circumstances.

22. Settlements like the one achieved here are significant and meaningful to Class Members. The settlement resolves Plaintiffs' Fair Credit Reporting Act claims challenging TURSS' practices for reporting criminal and landlord tenant records in several ways:

- a) The settlement establishes a Rule 23(b)(2) injunctive relief settlement class. The policies changes brought forth by the settlement will address many of the problems identified in the Plaintiffs' Complaint including TURSS' matching algorithms and record collection practices. The settlement will require TURSS to cease matching consumers with criminal records in the absence of a match on name as well as matching date of birth, social security numbers, or address.
- b) The settlement will forbid TURSS from relying on landlord-tenant records collected from sources that are not visited at least every 60 days.
- c) In exchange for this injunctive relief, the Rule 23(b)(2) Settlement Class members will retain their right to sue TURSS in individual lawsuits against Defendant for damages and will release only their right to file class action lawsuits against

TURSS' for the claims released in this settlement. This relief will benefit hundreds of thousands of consumers while also preserving those consumers' rights to bring individual claims for damages.

- d) The settlement will also provide monetary relief to members of the 22(b)(3) Settlement class for consumers who had criminal records misattributed to them and/or who had outdated landlord-tenant records published on their consumer reports. The common fund will provide compensation to five data-based groups of consumers who have been affected by the inaccurate reporting of criminal and landlord-tenant records.

23. Each of the Plaintiffs have agreed to serve as Class Representatives in this lawsuit after Class Counsel explained to them their responsibilities required of an individual serving in this role. Plaintiffs understand their role as class representatives and were responsive to counsel during the prosecution of the case.

24. Each of the Plaintiffs, as Class Representatives, have had the opportunity to review and comment on the proposed Settlement and agree that it is in the best interest of the Class. Therefore, they each ask that the Court approve the settlement.

25. The settlement also resolves this consolidated action, which incorporated thirteen (13) different class and individual matters when the Consolidated Amended Class Action complaint was filed. (ECF No. 81). Many of the underlying matters have been resolved on an individual basis and this proposed settlement resolves the remaining outstanding claims

26. With these realities in mind, the scope of the injunctive relief and value of monetary relief, I believe that settlement to be fair, reasonable and adequate, and in the best interests of all of the Class Members. I therefore strongly believe that the settlement is an excellent result for

Class Members, and the Court should approve it.

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

DATED: September 9, 2022, Newport News, Virginia

A handwritten signature in blue ink, appearing to read 'L.A. Bennett', with a long horizontal stroke extending to the right.

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Leonard A. Bennett, Esq.

**IN THE UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF GEORGIA  
Atlanta Division**

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**IN RE: TransUnion Rental Screening Solutions,  
Inc. FCRA Litigation**

**No. 1:20-md-02933-JPB  
ALL CASES**

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**DECLARATION OF KRISTI C. KELLY**

I, Kristi C. Kelly declare:

1. My name is Kristi C. Kelly. I am over 21 years of age, of sound mind, capable of executing this declaration, and have personal knowledge of the facts stated herein, and they are all true and correct.

2. I am one of the attorneys working on behalf of Plaintiffs in the above-styled litigation, and I am a founder and a partner of Kelly Guzzo, PLC, a law firm located at 3925 Chain Bridge Road, Suite 202, Fairfax, Virginia 22030. Prior to January 15, 2014, I was an attorney and equity partner at Surovell Isaacs Petersen & Levy, PLC, a nineteen-attorney law firm with offices in Fairfax, Virginia. My primary office was 4010 University Drive, Suite 200, Fairfax, Virginia 22030. I also worked for Legal Services of Northern Virginia focusing exclusively on housing and consumer law for approximately three years prior to Surovell Isaacs Petersen & Levy, PLC.

3. Since 2006, I have been and presently am a member in good standing of the Bar of the highest court of the Commonwealth of Virginia, where I regularly practice law. Since 2007, I have been and presently am a member in good standing of the Bar of the highest courts of the District of Columbia and since 2014 of Maryland. I am also admitted in the United States District Courts for the District of Columbia and Maryland.

4. My law firm is committed to representing the most vulnerable—and often overlooked—consumers. We work with various legal aid organizations to help identify areas of need, where our firm can “step up” and meet those need through class action litigation or pro bono work. Many of these cases include seeking remedies for credit reporting errors or lending abuses. Kelly Guzzo was the co-recipient of the 2019 Frankie Muse Freeman Organizational Pro Bono Award by the Virginia State Bar Association.

5. I have taught numerous Continuing Legal Education programs for other attorneys in the areas of consumer law, including mortgage servicing abuses, landlord tenant defense, dealing with debt collectors, credit reporting, defenses to foreclosure, discovery in federal court, resolving cases, and internet lending. I have taught these courses for various legal aid organizations, state and local bar associations, the National Consumer Law Center, the Consumer Federation of America, the National Council of Higher Education, and the National Association of Consumer Advocates at its various conferences. I was also recently a panelist for the Consumer Financial Protection Bureau and Federal Trade Commission on the issue of credit reporting.

6. My peers have recognized me as a Super Lawyer and Rising Star consistently for the past ten years. Additionally, I was selected to be a member of the Virginia Lawyers Weekly “Leader in the Law,” class of 2014, and Influential Women in the Law, class of 2020. I serve on the Board of Directors for the Legal Aid Justice Center and Virginia Poverty Law Center. I am a former State Chair for Virginia of the National Association of Consumer Advocates and am currently a member of the Partners’ Council for the National Consumer Law Center and Board of Directors of the National Association of Consumer Advocates.

7. I have also been appointed to the Merit Selection Panel for recommendation for the Magistrate Judge by the United States District Court Eastern District of Virginia, in both the Richmond and Alexandria Divisions.

8. I have significant experience representing consumers in litigation under the Federal Consumer Credit Protection Act, 15 U.S.C. § 1601, *et seq.*, and in particular the Fair Credit Reporting Act, 15 U.S.C. § 1681, *et seq.*, the Equal Credit Opportunity Act, 15 U.S.C. § 1691, *et seq.*, the Real Estate Settlement Procedures Act, 12 U.S.C. § 2605, *et seq.*, and the Fair Debt Collection Practices Act, 15 U.S.C. § 1692, *et seq.*

9. My firm has litigated hundreds of consumer protection lawsuits in courts across the country. Several courts have recognized Kelly Guzzo’s skill in the consumer protection arena. *See, e.g.,* Final Approval Hr’g Tr., *Campos-Carranza v. Credit Plus, Inc.*, No. 16-cv-120, at 5:3–7 (E.D. Va. Feb. 17, 2017) (“I think this is an extremely, as I say, extremely fair, reasonable, and adequate settlement. Again, the claims – and I think being generous on the time limit for the claims was also appropriate. So I have no difficulty in signing this order.”); *Ceccone v. Equifax Info. Servs. LLC*, No. 13-1314, 2016 WL 5107202, at \*6 (D.D.C. Aug. 29, 2016) (“Given these qualifications, and in light of Class Counsel’s conduct in court and throughout these proceeding, this Court concludes that Class Counsel is qualified to prosecute the interests of this class vigorously.”); *Dreher v. Experian Info. Sols., Inc.*, No. 11-00624, 2014 WL 2800766, at \*2 (E.D. Va. June 19, 2014) (“Dreher’s counsel is well- experienced in the arena of FCRA class action litigation.”); Fairness Hr’g Tr., *Burke v. Seterus, Inc.*, No. 16-cv-785, at 9:19–22 (E.D. Va. 2017) (“Experience of counsel on both sides in this case is extraordinary. Ms. Kelly and Ms. Nash and their colleagues are here in this court all the time with these kinds of cases and do a good job on them.”).

10. In each of the class cases where I have represented plaintiffs in a consumer protection case, including cases such as the instant case, the Court found me to be adequate class counsel. *See Tsvetovat, v. Segan, Mason, & Mason, PC*, No. 1:12-cv-510 (E.D. Va.); *Conley v. First Tennessee Bank*, No. 1:10-cv-1247 (E.D. Va.); *Dreher v. Experian Information Solutions*,

*Inc.*, No. 3:11-cv-624 (E.D. Va.); *Shami v. Middle East Broadcast Network*, No. 1:13-cv-467 (E.D. Va.); *Goodrow v. Friedman & MacFadyen*, No. 3:11-cv-20 (E.D. Va.); *Kelly v. Nationstar*, Case No. 3:13-cv-311 (E.D. Va.); *Thomas v. Wittstadt*, No. 3:12-cv-450 (E.D. Va.); *Fariasantos v. Rosenberg & Associates, LLC*, No. 3:13-cv-543 (E.D. Va.); *Morgan v. McCabe Weisberg & Conway, LLC*, No. 3:14-cv-695 (E.D. Va.); *Burke v. Shapiro, Brown & Alt, LLP*, No. 3:14-cv-838 (E.D. Va.); *Bartlow, et al., v Medical Facilities of America, Inc.*, No. 3:16-cv-573 (E.D. Va.); *Blocker v. Marshalls of MA, Inc.*, No. 1:14-cv-1940 (D.D.C.); *Ceccone v. Equifax Info. Servs., LLC*, No. 1:13-cv-1314 (D.D.C.); *Jenkins v. Equifax Info. Servs., LLC*, No. 1:15-cv-443 (E.D. Va.); *Ridenour v. Multi-Color Corporation*, No. 2:15-cv-41 (E.D. Va.); *Hayes v. Delbert Services Corp.*, No. 3:14-cv-258 (E.D. Va.); *Campos-Carranza v. Credit Plus, Inc.*, No. 1:16-cv-120 (E.D. Va.); *Jenkins v. Realpage, Inc.*, No. 2:15-cv-1520 (E.D. Pa.); *Kelly v. First Advantage Background Services, Corp.*, No. 3:15-cv-5813 (D.N.J.); *Burke v. Seterus, Inc.*, No. 3:16-cv-785 (E.D. Va.); *Williams v. Corelogic Rental Property Solutions, LLC*, No. 8:16-cv-58 (D. Md.); *Clark v. Trans Union, LLC*, No. 3:15-cv-391 (E.D. Va.); *Clark v. Experian Information Solutions, Inc.*, No. 3:16-cv-32 (E.D. Va.); *Thomas v. Equifax Info. Servs., LLC*, No. 3:18-cv-684 (E.D. Va.); *Heath v. Trans Union, LLC*, No. 3:18-cv-720 (E.D. Va.); *Turner, v. ZestFinance, Inc.*, No. 3:19-cv-293 (E.D. Va.); *Galloway v. Williams*, No. 3:19-cv-470, 2020 WL 7482191, at \*4 (E.D. Va. Dec. 18, 2020); *Gibbs v. TCVV, LP*, No. 3:19-cv-789 (E.D. Va.); *Gibbs v. Rees*, No. 3:20-cv-717 (E.D. Va.); *Pang v. Credit Plus, Inc.*, No. 1:20-cv-122 (D. Md.); *Brown v. RP On-Site, LLC*, No. 1:20-cv-482 (E.D. Va.); *Brown v. Corelogic Rental Property Solutions, LLC*, No. 3:20-cv-363 (E.D. Va.); *Gibbs v. Stinson*, No. 3:18-cv-676 (E.D. Va.); and *Stewart v. Lexis Nexis Risk Data Retrieval Services, LLC*, No. 3:20-cv-903 (E.D. Va.).

11. This settlement resolves issues that have impacted countless consumers for years. Specifically, it puts and end to TransUnion Rental Screening Solutions, Inc.'s ("TURSS") practice

of matching consumers with criminal records in the absence of a name match *plus* a matching date of birth, social security number, or address. Equally as important, the settlement prohibits TURSS from relying on landlord-tenant records collected from sources that are not visited at least every 60 days. Moreover, class members who had criminal records misattributed to them and/or who had outdated landlord-tenant records published on their consumer reports will share \$11.5 million in monetary relief.

12. The settlement is consistent with and continues the progress sparked by class counsel's previous litigation efforts in the public records sphere. *See, e.g., Clark v. Trans Union LLC*, No. 3:15-cv-391, ECF No. 273 (E.D. Va. Aug. 29, 2018) (order granting final approval), *Clark v. Experian Info. Sols., Inc.*, No. 3:16-cv-32, ECF No. 150 (E.D. Va. Feb. 1, 2019) (same); *Thomas v. Equifax Info. Servs. LLC*, No. 3:18-cv-684, ECF No. 55 (E.D. Va. Sep. 13, 2019) (same).

13. More recently, class counsel's efforts have focused on improving the reporting of public record information in tenant screening reports. *See, e.g., Brown v. RP On-Site, LLC*, No. 1:20-cv-482 (E.D. Va.) (final approval of settlement regarding reporting of sex offender records); *Brown v. Corelogic Rental Property Solutions, LLC*, No. 3:20-cv-363 (E.D. Va.) (final approval of settlement regarding reporting of sex offender records); *Saylor v. RealPage, Inc.*, No. 1:22-cv-53, ECF No. 91 (E.D. Va. Feb. 7, 2022) (order granting preliminary approval of settlement regarding sex offender records). More recently, in *Stewart v. LexisNexis Risk Solutions, Inc.*, No. 3:20-cv-903, ECF Nos. 91, 92 (E.D. Va. July 27, 2022) (order granting final approval). Those cases sought to curb housing denials caused by the reporting of inaccurate public records, and class counsel achieved that goal through implementing broad injunctive relief to prevent the sources of public records from using out of date or inaccurate information in tenant screening reports. That same relief, of course, will be accomplished here.





**UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF GEORGIA  
Atlanta Division**

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**IN RE: TransUnion Rental Screening Solutions,  
Inc. FCRA Litigation**

**No. 1:20-md-02933-JPB  
ALL CASES**

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**DECLARATION OF JAMES A. FRANCIS IN SUPPORT OF MOTION FOR  
PRELIMINARY APPROVAL**

I, James A. Francis, hereby declare as follows:

1. I am interim co-lead counsel in the above-captioned matter.
2. I submit this Declaration in support of the Motion for Preliminary Approval of Class Action Settlement.
3. I am an attorney and founding shareholder of the firm of Francis Mailman Soumilas, P.C. (“FMS”). I have been practicing law since 1996 and am a graduate of Muhlenberg College, and Temple University Beasley School of Law. Prior to forming FMS and after graduating from law school, I was an associate with Kolsby, Gordon, Robin, Shore & Rothweiler in Philadelphia.
4. FMS was founded in 1998 as “Francis & Mailman, P.C.,” and has concentrated its practice in consumer protection litigation ever since. Within that more general practice area, we have a particular emphasis in Fair Credit Reporting Act (“FCRA”) litigation and consumer class actions. FMS has been recognized for its expertise in FCRA litigation and the high caliber of its work for the classes it

represents. *See White v. Experian Info. Solutions*, No. 05-01070, 2014 WL 1716154, at \*13, 19, 22 (C.D. Cal. May 1, 2014), *aff'd sub nom. Radcliffe v. Experian Info. Solutions, Inc.*, 818 F.3d 537, 548 (9th Cir. 2016) (finding the firm “FCRA specialists” and appointing firm and its team as interim class counsel over objections from a competing national law firm (Boies Schiller) because their team’s “credentials and experience [we]re significantly stronger in class action and FCRA litigation.”); *Patel v. Trans Union, LLC*, 308 F.R.D. 292, 307 (N.D. Cal. 2015) (Beeler, J.) (noting counsel have “extensive experience in litigating [FCRA cases]...have represented consumer classes in many cases in many districts...[and] have shown their proficiency in this case...”); *Barel v. Bank of America*, 255 F.R.D. 393, 398-99 (E.D. Pa. 2009) (finding firm “competent, experienced and well-qualified to prosecute class actions” and noting that class counsel “have done an excellent job in representing the class in the instant litigation.”).

5. A firm biography of Francis Mailman Soumilas is attached hereto as **Exhibit A**.

6. In 2021, I was selected to join the American Institute of Trial Lawyers as Litigator of the Year, and in 2022, I was named a Top 100 Pennsylvania Super Lawyers, a distinction that I have earned on many occasions since 2004.

7. I regularly lecture for continuing legal education programs, law schools and community groups throughout the country, and have been a regular speaker for

the Practising Law Institute, the National Association of Consumer Advocates (NACA) and the National Consumer Law Center (NCLC) for over 20 years. I have appeared on various news programs including the Today Show and PBS NewsHour to discuss consumer-related issues. I was featured in The Philadelphia Inquirer's biographical "Question & Answer" segment in February of 2009.

8. In October of 2014, I was selected as one of a small group of nationally recognized plaintiffs' lawyers and featured in *Law 360's* "Titans of the Plaintiff's Bar" series.

9. In recognition of my commitment to consumer justice, I was presented with the *Equal Justice Award* in 2014 by Community Legal Services of Philadelphia in 2014.

10. I currently serve on the Partners' Council for the National Consumer Law Center ("NCLC").

11. I have litigated cases in many federal courts throughout the United States, and have been admitted to the following courts:

- Supreme Court of the United States, 2020
- Pennsylvania Supreme Court, 1996
- New Jersey Supreme Court, 1996
- U.S. District Court for the Eastern District of Pennsylvania, 1997
- U.S. District Court for the Middle District of Pennsylvania, 2009
- U.S. District Court for the District of New Jersey, 1996
- U.S. District Court for the Eastern District of Michigan, 2011
- U.S. District Court for the Northern District of Oklahoma, 2010
- U.S. Court of Appeals for the First Circuit, 2020

- U.S. Court of Appeals for the Second Circuit, 2016
- U.S. Court of Appeals for the Third Circuit, 2002
- U.S. Court of Appeals for the Fourth Circuit, 2014
- U.S. Court of Appeals for the Sixth Circuit, 2016
- US Court of Appeals for the Seventh Circuit, 2019
- U.S. Court of Appeals for the Ninth Circuit, 2012
- U.S. Court of Appeals for the Eleventh Circuit, 2016

12. I am my firm have been certified to serve as class counsel on over 70 occasions, including in the following actions:

- *Stewart et al v. LexisNexis Risk Data Retrieval Services, LLC et al.*, No. 3:20-cv-00903-JAG (E.D. Va. July 27, 2022)
- *Healy v. Milliman, Inc.*, No. 2:20-cv-01473-JCC (W.D. Wash. 2022)
- *Watson v. Checkr, Inc.*, No. 3:19-cv-03396-EMC (N.D. Cal. 2021)
- *Deaton v. Trans Union, LLC*, No. 2:20-cv-01380-AB (E.D. Pa. 2021)
- *Sanders v. Makespace Labs, Inc.*, No: 1:18-cv-10016 (S.D.N.Y. Mar. 29, 2021)
- *Der-Hacopian v. Darktrace, Inc.*, No: 18-cv-06726-HSG (N.D. Cal. Dec. 10, 2020)
- *Der-Hacopian v. Sentrylink, LLC*, No. 8:18-cv-03001-PWG (N.D. Cal. Nov. 23,2020)
- *McIntyre v. RealPage, Inc.*, No: 2:18-cv-03934, WL 5017612 (E.D. Pa. Aug. 25, 2020)
- *Norman v. Trans Union, LLC*, No: 18-5225, 2020 WL 4735538 (E.D. Pa. Aug. 14, 2020)
- *Robinson v. National Student Clearinghouse*, No. 1-19-cv-10749, 2020 WL 4873728 (D. Mass. July 8, 2020) aff'd 14 F.4th 56 (1st Cir. 2021)
- *Leo v. APPFOLIO, Inc.*, No.3:17-cv-05771-RJB (W.D. Wash. 2019)
- *Thomas v. Equifax Info. Services, LLC*, No. 18-cv-684 (E.D. Va. 2020)
- *Clark v. Experian Info. Sols., Inc.*, No. 16-cv-32 (E.D. Va. 2019)
- *Clark/Anderson v. Trans Union, LLC*, No. 15-cv-391 & No. 16-cv-558 (E.D. Va. 2018)
- *Gibbons v. Weltman, Weinberg & Reis Co., LPA*, 2018 WL 5720749 (E.D. Pa. Oct. 31, 2018)

- *Kelly v. Business Information Group*, C.A. 15-6668, 2019 WL 414915 (E.D. Pa. 2019)
- *Ridenour v. Multi-Color Corporation*, C.A. No. 2:15-cv-00041, (E.D. Va., Jan. 13, 2017)
- *Flores v. Express Personnel*, C.A. No. 14-cv-03298, (E.D. Pa. Oct. 21, 2016)
- *Larson v. Trans Union, LLC*, C.A. No. 12-cv-05726, (N.D. CA, Aug. 11, 2016)
- *Miller v. Trans Union, LLC*, C.A. No. 12-cv-1715, (M.D. PA, Dec. 26, 2016)
- *Henderson v. Trans Union, LLC*, C.A. No. 14-cv-00679, E.D. Va., May 3, 2016)
- *Pawlowski v. United Tranzactions, LLC*, C.A. no. 15-cv-2330, (E.D. PA, April 18, 2016)
- *Rodriguez v. Calvin Klein, Inc.*, C.A. 1:15-cv-02590 (S.D. N.Y. 2015)
- *Giddiens v. Infinity Staffing*, C.A. No. 13-cv-07115, (E.D. Pa., Jan. 12, 2016)
- *Giddiens v. First Advantage*, C.A. No. 14-cv-5105, (E.D. Pa., July 11, 2015)
- *Jones v. Halstead Management Corporation*, C.A. No. 14-cv-03125 (S.D. N.Y., May 5, 2016)
- *Berry v. LexisNexis Risk & Info. Analytics Group, Inc.*, No. 3:11-cv-754, 2014 WL 4403524 (E.D. Va. Sept. 5, 2014)
- *Thomas v. BackgroundChecks.com*, C.A. No. 13-029 2015 WL 11004870 (E.D. Va. Aug. 5, 2015)
- *Henderson v. Acxiom Risk Mitigation, Inc.*, C.A. No. 12-589 (E.D. Va., Aug. 7, 2015)
- *Magallon v. Robert Half International, Inc.*, WL 8778398 (D. Or. Nov. 10, 2015)
- *Carter v. McDonald's Restaurants*, 15-01531-MWF (March 15, 2015)
- *Patel v. Trans Union, LLC*, 308 F.R.D. 292 (N.D. Cal. 2014)
- *Goode v. First Advantage LNS Screening Solutions, Inc.*, C.A. No. 11-cv-02950 (E.D. Pa. Dec. 29, 2014)
- *Blandina v. Midland Funding, LLC*, 2014 WL 7338744 (E.D. Pa. Dec. 23, 2014)
- *King v. General Information Services, Inc.*, C.A. No. 11-06850 (E.D. Pa. Nov. 4, 2014)

- *Robinson v. General Information Services, Inc.*, C.A. No. 11-07782 (E.D. Pa. Nov. 4, 2014)
- *Ramirez v. Trans Union, LLC*, 2014 WL 3734525 (N.D. Cal. July 24, 2014)
- *White v. Experian Information Solutions*, 993 F. Supp. 2d 1154, 1172 (C.D. Ca. 2014)
- *Sapp v. Experian Information Solutions, Inc.*, 2:10-04312 (E.D. Pa. Jan. 29, 2013)
- *LaRocque v. TRS Recovery Services, Inc.*, 2012 WL 291191 (D. Me. July 17, 2012)
- *Ryals et al. v. Hireright Solutions, Inc.*, C.A. No. 3:09-625 (E.D. Va. July 7, 2011)
- *Serrano v. Sterling Testing Systems, Inc.*, 711 F. Supp. 2d 402 (E.D. Pa. 2010)
- *Summerfield v. Equifax Information Services, LLC*, 264 F.R.D. 133 (D. N.J. 2009)
- *Chakejian v. Equifax Information Services, LLC*, 256 F.R.D. 492 (E.D. Pa. 2009)
- *Jones v. Midland Funding, LLC*, C.A. No. 3:08-802 (RNC) (D. Conn. October 13, 2009)
- *Barel v. Bank of America*, 255 F.R.D. 393 (E.D. Pa. 2009)
- *Mann v. Verizon*, C.A. No. 06-5370 (E.D. Pa. Sept. 26, 2008)
- *Smith v. Grayling Corp.*, 2008 WL 3861286, C.A. No. 07-1905 (E.D. Pa. 2008)
- *Strausser v. ACB Receivables Management, Inc.*, 2008 WL 859224 (E.D. Pa. March 28, 2008)
- *Nienaber v. Citibank (South Dakota), N.A.*, 2007 WL 2003761 (D.S.D. July 5, 2007)
- *Jordan v. Commonwealth Financial Systems, Inc.*, 237 F.R.D. 132, (E.D. Pa. 2006)
- *Marino v. UDR*, 2006 WL 1687026, C.A. No. 05-2268 (E.D. Pa. June 14, 2006)
- *Seawell v. Universal Fidelity Corp.*, 235 F.R.D. 64 (E.D. Pa. 2006)
- *Perry v. FleetBoston Financial Corp.*, 229 F.R.D.105 (E.D. Pa. 2005)
- *Beck v. Maximus, Inc.*, 2005 WL 589749 (E.D. Pa. 2005)
- *Beck v. Maximus*, 457 F. 3d 291, 2006 WL 2193603 (3d Cir. Aug. 4, 2006)
- *Stoner v. CBA Information Services*, 352 F. Supp. 2d 549 (E.D. Pa. 2005)

- *Bittner v. Trans Union, LLC*, C.A. No. 04-2562 (E.D. Pa. January 4, 2005)
- *Wisneski v. Nationwide Collections, Inc.*, 227 F.R.D. 259 (E.D. Pa. 2004)
- *Petrolito v. Arrow Financial Services, LLC*, 221 F.R.D. 303 (D. Conn. 2004)
- *Orloff v. Syndicated Office Systems, Inc.*, 2004 WL 870691 (E.D. Pa. 2004)
- *Bonett v. Education Debt Services, Inc.*, 2003 WL 21658267 (E.D. Pa. 2003)
- *Gaumer v. The Bon-Ton Stores*, C.A. No. 02-8611 (E.D. Pa. Dec. 30, 2003)
- *Street v. Portfolio Recovery Associates*, C.A. No. 01-3684 (E.D. Pa. July 30, 2003)
- *Samuel-Bassett v. Kia Motors America, Inc.*, 212 F.R.D. 271 (E.D. Pa. 2000)
- *Oslan v. Law Offices of Mitchell N. Kay*, 232 F. Supp. 2d 436 (E.D. Pa. 2002)
- *Oslan v. Collection Bureau of Hudson Valley*, 206 F.R.D. 109 (E.D. Pa. 2002)
- *Saunders v. Berks Credit & Collections*, 2002 WL 1497374 (E.D. Pa. 2002)
- *Schilling v. Let's Talk Cellular and Wireless*, 2002 U.S. Dist. LEXIS 3352 (E.D. Pa. 2002)
- *Fry v. Hayt, Hayt and Landau*, 198 F.R.D. 461 (E.D. Pa. 2000)
- *Smith v. First Union Mortgage Corporation*, 1999 WL 509967 (E.D. Pa. 1999)
- *Miller v. Inovision*, December Term, 1999, No. 3504 (C.P. Phila. County)

13. I am my firm have experience in trying class action cases, and to date, have obtained the highest verdict for an FCRA class action. I was trial and appellate counsel in *Ramirez v. Trans Union, LLC*, No. 3:12-cv-632-JSC, 2017 WL 5153280 (N.D. Cal. Nov. 7, 2017), a case in which we obtained a \$60 million dollar class jury verdict for a class of 8185 consumers.



14. I argued *Ramirez* before the United States Court of Appeals for the Ninth Circuit, which upheld the jury's findings of liability, Article III standing for absent class members, and remitted punitive damages to approximately \$4,000 per class member. *Ramirez v. TransUnion, LLC*, 951 F.3d 1008 (9th Cir. 2020). Following the U.S. Supreme Court's grant of certiorari, *Ramirez* was reversed and remanded, upon the Court's 5-4 decision that a portion of the class did not have Article III standing. *TransUnion, LLC v. Ramirez*, 141 S. Ct. 2190 (2021). *Ramirez* has since settled and is awaiting final approval. *Ramirez v. TransUnion, LLC*, No. 3:12-cv-00632-JSC (N.D. Cal. July 19, 2022).

15. As demonstrated by my firm's biography, I and my firm have served as counsel in some of the largest FCRA class settlements to date, including:

- a. *Stewart et al v. LexisNexis Risk Data Retrieval Services, LLC et al.*, No. 3:20-cv-00903-JAG (E.D. Va. July 27, 2022) (24.5 million)
- b. *Ramirez v. TransUnion, LLC*, No. 3:12-cv-00632-JSC (N.D. Cal. July 19, 2022) (9 million)
- c. *Patel v. Trans Union, LLC*, 2018 WL 1258194 (N.D. Cal. Mar. 11, 2018) (8 million)
- d. *Berry v. LexisNexis Risk & Info. Analytics Group, Inc.*, No. 3:11-cv-754, 2014 WL 4403524, at \*11 (E.D. Va. Sept. 5, 2014) (hybrid 23(b)(3), (b)(2) settlement involving \$13.5 million plus national injunctive relief).

e. *Ryals et al. v. Hireright Solutions, Inc.*, C.A. No. 3:09-cv-625 (E.D. Va. Dec. 22, 2011) (\$28.3 million).

f. *Henderson v. Acxiom Risk Mitigation, Inc.*, C.A. No. 12-cv-589 (E.D. Va. Aug. 7, 2015) (\$20.8 million).

g. *Thomas v. BackgroundChecks.com*, C.A. No. 13-cv-029 (E.D. Va. Aug. 11, 2015) (\$18 million).

16. My firm and I have served as class counsel in the matters of *Clark v. Trans Union LLC*, No. 3:15-cv-00391-MHL, ECF No. 273 (E.D. Va. Aug. 29, 2018) (order granting final approval), *Clark v. Experian Info. Solutions, Inc.*, No. 3:16-cv-00032-MHL, ECF No. 150 (E.D. Va. Feb. 1, 2019) (same), and *Thomas v. Equifax Info. Services LLC*, No. 3:18-cv-00684-MHL, ECF No. 55 (E.D. Va. Sep. 13, 2019) (same) (collectively, the “Public Records Litigation”), which resolved claims similar to those raised against Defendants here against the three national consumer reporting agencies concerning their use of civil judgment and tax lien public records information in consumer reports.

17. In addition to the current consolidated MDL action, I and my firm have served as lead counsel in the matters of *Aird, McIntyre, Wright and Turner*. I and other lawyers in my firm have been actively involved in all aspects of the instant litigation, including the initiation of the various cases, motion practice and

discovery. In addition, I attended all of the mediations in this case, and participated in the settlement negotiations.

18. In addition to myself, the following FMS attorneys have worked on this litigation, along with experienced paralegals: John Soumilas, Lauren KW Brennan, Jordan Sartell and Edward Skipton.

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

Executed on September 9, 2022.

/s/ James A. Francis  
James A. Francis

# **Exhibit A**



**FRANCIS MAILMAN SOUMILAS, P.C.** (FMS) is a law firm headquartered in center city Philadelphia that concentrates in consumer protection litigation. The firm represents consumers in both individual and class actions, and handles virtually every aspect of consumer protection law. Founded in 1998 as Francis & Mailman, P.C., the firm's goal is to provide exceptional advocacy to consumers subjected to unfair business, industry, and trade practices.

FMS is one of the nation's preeminent consumer protection litigation firms. The firm has obtained record-breaking jury verdicts and settlements in cases brought under the Fair Credit Reporting Act. Certified to serve as class counsel in over 60 consumer class actions nationwide, FMS has helped obtain groundbreaking legal rulings at both the trial court and appellate court levels. The firm has further served as counsel in some of the largest class action settlements in consumer protection litigation history.

Due to the quality of its trial and appellate advocacy, FMS has been recognized by courts for its expertise and the high caliber of its work. *See, e.g., White v. Experian Info. Solutions*, No. 05-01070, 2014 WL 1716154, at \*13, 19, 22 (C.D. Cal. May 1, 2014) (finding firm to be "FCRA specialists" and appointing the firm and its team as interim class counsel over objections from competing national law firm because their team's "credentials and experience [we]re significantly stronger in class action and FCRA litigation."); *see also Barel v. Bank of America*, 255 F.R.D. 393, 398-99 (E.D. Pa. 2009) (finding that firm has "done an excellent job in representing the class in the instant litigation.")

## **JAMES A. FRANCIS**

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JIM FRANCIS co-founded FMS in 1998 with the goal of creating a law firm dedicated exclusively to consumer rights litigation. Since then, he and the firm have consistently achieved ground-breaking results and cutting-edge legal rulings. He was trial and appellate counsel in *Ramirez v. Trans Union, LLC*, a case that obtained a record \$60 million dollar verdict for a case brought under the Fair Credit Reporting Act. In 2009, Jim argued the seminal FCRA case of *Cortez v. Trans Union, LLC* before the Third Circuit Court of Appeals. He has been appointed to serve as class counsel by federal courts all over the country in over 60 cases.

In 2004, Jim was the youngest lawyer to be ranked a Top 100 Superlawyer in Pennsylvania in *Philadelphia Magazine* and *Pennsylvania Super Lawyers* magazine. He has been ranked in the Top 100 for Pennsylvania or Philadelphia many times since. In 2014, Jim was selected as one of a small group of national plaintiffs' lawyers to be profiled in Law 360's *Titans of the Plaintiff's Bar* series. In the same year, he was awarded the *Equal Justice Award* by Community Legal Services of Philadelphia.

In 2021, Jim was selected to join the American Institute of Trial Lawyers as Litigator of the Year, and again named to the Top 100 Pennsylvania Super Lawyers, as well as the Top 100 Philadelphia Super Lawyers.

Jim regularly lectures for continuing legal education programs, law schools and community groups throughout the country, and has been a regular speaker for the National Association of Consumer Advocates (NACA) and National Consumer Law Center (NCLC) for over 20 years. He

has appeared on various news programs including the *Today Show* and *PBS NewsHour* to discuss consumer-related issues. He was featured in *The Philadelphia Inquirer*'s biographical "Question & Answer" segment in February of 2009.

Prior to forming FMS and after graduating from law school, Jim was an associate with Kolsby, Gordon, Robin, Shore & Rothweiler in Philadelphia.

Jim currently serves on the Board of Directors of NACA.

## **EDUCATION**

Temple University Beasley School of Law, J.D. 1995, President-Student Bar Association, 1995 Wapner, Newman & Wigrizer, P.C. award for excellence in civil trial advocacy; award for outstanding Oral Advocacy;

Muhlenberg College, B.A., *cum laude*, 1992

## **ADMISSIONS**

- Pennsylvania and New Jersey state courts
- United States Courts of Appeal for the First, Second, Third, Fourth, Sixth, Seventh, Ninth and Eleventh Circuits
- United States District Courts for the Eastern District of Pennsylvania, Middle District of Pennsylvania, District of New Jersey, Eastern District of Michigan, Northern District of Oklahoma
- United States Supreme Court

## **NOTABLE CASES**

- *Ramirez v. Trans Union, LLC*, 951 F.3d 1008 (9<sup>th</sup> Cir. 2020). Served as trial counsel in record \$60 million jury verdict for a case brought under the Fair Credit Reporting Act; argued appeal against former Solicitor General of the United States affirming verdict (with remittitur).
- *Robinson v. National Student Clearinghouse*, No. 1-19-cv-10749, 2020 WL 4873728 (D. Mass. July 8, 2020) *aff'd* 14 F.4th 56 (1st Cir. 2021). In first challenging the defendant as a consumer reporting agency, obtained \$2 million dollar settlement for consumers who were overcharged for college verifications and brought company into FCRA compliance.
- *Patel v. Trans Union, LLC*, 2018 WL 1258194 (N.D. Cal. March 11, 2018). Served as lead Class Counsel in case which obtained an \$8 million dollar settlement for class of consumers who were falsely being reported as terrorists.
- *Thomas v. Equifax Info. Services, LLC*, No. 18-cv-684 (E.D. Va.). National Class Counsel in FCRA class action, alleging violations by credit bureau for misreporting public records, 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.). National Class Counsel in FCRA class action, alleging violations by credit bureau for misreporting public records, 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.). National Class Counsel in FCRA consolidated class action, alleging violations by credit bureau for misreporting public records, providing groundbreaking injunctive relief, and an opportunity to recover monetary relief, for millions of consumers.
- *In Re: TRS Recovery Services, Inc. and Telecheck Services, Inc.*, Fair Debt Collection Practices Act (FDCPA Litigation)- Served as Class Counsel in a national FDCPA class action and obtained a 3.4-million-dollar settlement against one of the nation's largest check history consumer reporting agencies.
- *Berry v. LexisNexis Risk & Info. Analytics Group, Inc.*, No. 3:11-cv-754, 2014 WL 4403524, at \*11 (E.D. Va. Sept. 5, 2014) -- Appointed class counsel in national FCRA class action that obtained a \$13.5-million-dollar settlement against Lexis/Nexis, one of the largest information providers in the world, along with a groundbreaking injunctive relief settlement on behalf of 200 million Americans in which LexisNexis agreed to bring its Accurint product into FCRA compliance.
- *Thomas v. [BackgroundChecks.com](http://BackgroundChecks.com)*, C.A. No. 13-029 (E.D. Va. Aug. 11, 2015) –Appointed class counsel in an FCRA national class action which obtained \$18 million against another of the largest background screening companies in the world, and also obtained significant injunctive and remedial relief.
- *Henderson v. Axiom Risk Mitigation, Inc.*, C.A. No. 12-589 (E.D. Va., Aug. 7, 2015)- Appointed class counsel in a national FCRA class action which obtained a \$20.8 million settlement against one of the largest data sellers and background screening companies in the world.
- *Ryals et al. v. Hireright Solutions, Inc.*, C.A. No. 3:09cv625 (E.D. Va. Dec. 22, 2011) – \$28.3 million national settlement achieved for class of consumers subjected to employment background checks in case brought under Fair Credit Reporting Act (FCRA); believed to be the third largest FCRA settlement in history.
- *Cortez v. Trans Union, LLC*, 617 F.3d 688 (3d. Cir. 2010) – argued precedential case of first impression before the U.S. Court of Appeals for the Third Circuit which outlines the liability, causation and damages standards for FCRA cases against credit reporting agencies; \$800,000 jury verdict against Trans Union in fair credit reporting case (remitted to \$150,000).
- *Little v. Kia Motors America, Inc.*, 2003 WL 25568765 (N.J. Super. L. 2003) – \$6 million (approximate) verdict for class of New Jersey car purchasers.
- *Samuel-Bassett v. Kia Motors America, Inc.*, \_\_\_ A.3d \_\_\_, 2011 WL 60559098 (Pa. 2011), C.P. Phila. County, January Term, 2001, No. 2199 – \$5.6 million verdict for class of Pennsylvania car purchasers, plus award of attorney's fees.

- *Serrano v. Sterling Testing Systems, Inc.*, \_\_ F. Supp. 2d \_\_, 2008 WL 2223007 (E.D. Pa. May 30, 2008) – federal court finding as a matter of first impression what defines a record of arrest under the FCRA.
- *Ziegenfuse v. Apex Asset Management, LLC*, 239 F.R.D. 400 (E.D. Pa. 2006) – obtained court decision holding that offers of judgment under Rule 68 of the Federal Rules of Civil Procedure cannot be used in class actions.
- *Stoner v. CBA Information Services*, 352 F. Supp. 2d 549 (E.D. Pa. 2005) – obtained \$772,500 settlement for class of consumers who disputed errors in their credit reports.
- *Richburg v. Palisades Collection, LLC*, 247 F.R.D. 457 (E.D. Pa. 2008); federal court ruled that actions to collect delinquent credit card debt in Pennsylvania subject to 4 year statute of limitations (not 6 as the defendant collection agency had argued).
- *Perry v. FleetBoston Financial Corp.*, 2004 WL 1508518 (E.D. Pa. 2004) – defeated motion to compel arbitration in class action brought under Fair Credit Reporting Act.
- *Crane v. Trans Union, LLC*, 282 F. Supp. 2d 311 (E.D. Pa. 2003) – federal court held that credit reporting agencies that merely parrot information from credit furnishers and fail to forward dispute documentation face claims for punitive damages under the Fair Credit Reporting Act; violation of the Fair Credit Reporting Act presents a violation of Pennsylvania’s Consumer Protection Law).
- *Lawrence v. Trans Union, LLC*, 296 F. Supp. 2d 582 (E.D. Pa. 2003) (same).
- *Wisneski v. Nationwide Collections, Inc.*, 227 F.R.D. 259 (E.D. Pa. 2004) – obtained class certification in Fair Debt Collection Practices action in which a Pennsylvania federal court held for the first time that statutory net worth limitation is not limited to balance sheet net worth, and includes equity, capital stock and goodwill.
- *Evantash v. G.E. Capital Mortgage Services, Inc.*, 2003 WL 22844198 (E.D. Pa. 2003) – federal court held that technical accuracy defense was not available to defendants under the Fair Credit Reporting Act.
- *Sheffer v. Experian Information Solutions, Inc.*, 2003 WL 21710573 (E.D. Pa. 2003) – federal court held that Fair Credit Reporting Act permits as recoverable damage emotional distress in trying to correct errors in a consumer’s credit file, even where no pecuniary or out-of-pocket losses.
- *Sheffer v. Experian Information Solutions Inc.*, 249 F. Supp. 2d 560 (E.D. Pa. 2003) – federal court held that FCRA provides a private right of action against furnishers of information.
- *Sullivan v. Equifax, Inc. et al.*, 2002 U.S. Dist. LEXIS 7884 (E.D. Pa. 2002) – federal court held that reporting a debt to a credit reporting agency is a communication covered by the Fair Debt Collection Practices Act.
- *Wenrich v. Cole*, 2000 U.S. Dist. LEXIS 18687 (E.D. Pa. 2000) – federal court held that FDCPA provides protection for all persons, not just consumers.
- *Jaramillo v. Experian Information Solutions, Inc.*, 155 F. Supp. 2d 356 (E.D. Pa. 2001) – federal court held that single publication rule does not apply to actions brought for violation of the Fair Credit Reporting Act.



**CLASS COUNSEL CERTIFICATIONS**

*Healy v. Milliman, Inc.*, No. 2:20-cv-01473-JCC (W.D. Wash. 2022)  
*Watson v. Checkr, Inc.*, No. 3:19-cv-03396-EMC (N.D. Cal. 2021)  
*Deaton v. Trans Union, LLC*, No. 2:20-cv-01380-AB (E.D. Pa. 2021)  
*Sanders v. Makespace Labs, Inc.*, No: 1:18-cv-10016 (S.D.N.Y. Mar. 29, 2021)  
*Der-Hacopian v. Darktrace, Inc.*, No: 18-cv-06726-HSG (N.D. Cal. Dec. 10, 2020)  
*Der-Hacopian v. Sentrylink, LLC*, No. 8:18-cv-03001-PWG (N.D. Cal. Nov. 23, 2020)  
*McIntyre v. RealPage, Inc.*, No: 2:18-cv-03934, WL 5017612 (E.D. Pa. Aug. 25, 2020)  
*Norman v. Trans Union, LLC*, No: 18-5225, 2020 WL 4735538 (E.D. Pa. Aug. 14, 2020)  
*Robinson v. National Student Clearinghouse*, No. 1-19-cv-10749, 2020 WL 4873728 (D. Mass. July 8, 2020) *aff'd* 14 F.4th 56 (1st Cir. 2021)  
*Leo v. APPFOLIO, Inc.*, No.3:17-cv-05771-RJB (W.D. Wash. 2019)  
*Thomas v. Equifax Info. Services, LLC*, No. 18-cv-684 (E.D. Va. 2020)  
*Clark v. Experian Info. Sols., Inc.*, No. 16-cv-32 (E.D. Va. 2019)  
*Clark/Anderson v. Trans Union, LLC*, No. 15-cv-391 & No. 16-cv-558 (E.D. Va. 2018)  
*Gibbons v. Weltman, Weinberg & Reis Co., LPA*, 2018 WL 5720749 (E.D. Pa. Oct. 31, 2018)  
*Kelly v. Business Information Group*, C.A. 15-6668, 2019 WL 414915 (E.D. Pa. 2019)  
*Ridenour v. Multi-Color Corporation*, C.A. No. 2:15-cv-00041, (E.D. Va., Jan. 13, 2017)  
*Flores v. Express Personnel*, C.A. No. 14-cv-03298, (E.D. Pa. Oct. 21, 2016)  
*Larson v. Trans Union, LLC*, C.A. No. 12-cv-05726, (N.D. CA, Aug. 11, 2016)  
*Miller v. Trans Union, LLC*, C.A. No. 12-cv-1715, (M.D. PA, Dec. 26, 2016)  
*Henderson v. Trans Union, LLC*, C.A. No. 14-cv-00679, E.D. Va., May 3, 2016)  
*Pawlowski v. United Tranzactions, LLC*, C.A. no. 15-cv-2330, (E.D. PA, April 18, 2016)  
*Rodriguez v. Calvin Klein, Inc.*, C.A. 1:15-cv-02590 (S.D. N.Y. 2015)  
*Giddiens v. Infinity Staffing*, C.A. No. 13-cv-07115, (E.D. Pa., Jan. 12, 2016)  
*Giddiens v. First Advantage*, C.A. No. 14-cv-5105, (E.D. Pa., July 11, 2015)  
*Jones v. Halstead Management Corporation*, C.A. No. 14-cv-03125 (S.D. N.Y., May 5, 2016)  
*Berry v. LexisNexis Risk & Info. Analytics Group, Inc.*, No. 3:11-cv-754, 2014 WL 4403524 (E.D. Va. Sept. 5, 2014)  
*Thomas v. [BackgroundChecks.com](http://BackgroundChecks.com)*, C.A. No. 13-029 2015 WL 11004870 (E.D. Va. Aug. 5, 2015)  
*Henderson v. Axiom Risk Mitigation, Inc.*, C.A. No. 12-589 (E.D. Va., Aug. 7, 2015)  
*Magallon v. Robert Half International, Inc.* WL 8778398 (D. Or. Nov. 10, 2015)  
*Carter v. McDonald's Restaurants*, 15-01531-MWF (March 15, 2015)  
*Patel v. Trans Union, LLC*, 308 F.R.D. 292 (N.D. Cal. 2014)

*Goode v. First Advantage LNS Screening Solutions, Inc.*, C.A. No. 11-cv-02950 (E.D. Pa. Dec. 29, 2014)

*Blandina v. Midland Funding, LLC*, 2014 WL 7338744 (E.D. Pa. Dec. 23, 2014)

*King v. General Information Services, Inc.*, C.A. No. 11-06850 (E.D. Pa. Nov. 4, 2014)

*Robinson v. General Information Services, Inc.*, C.A. No. 11-07782 (E.D. Pa. Nov. 4, 2014)

*Ramirez v. Trans Union, LLC*, 2014 WL 3734525 (N.D. Cal. July 24, 2014)

*White v. Experian Information Solutions*, 993 F. Supp. 2d 1154, 1172 (C.D. Ca. 2014)

*Sapp v. Experian Information Solutions, Inc.*, 2:10-04312 (E.D. Pa. Jan. 29, 2013)

*LaRocque v. TRS Recovery Services, Inc.*, 2012 WL 291191 (D. Me. July 17, 2012)

*Ryals et al. v. Hireright Solutions, Inc.*, C.A. No. 3:09-625 (E.D. Va. July 7, 2011)

*Serrano v. Sterling Testing Systems, Inc.*, 711 F. Supp. 2d 402 (E.D. Pa. 2010)

*Summerfield v. Equifax Information Services, LCC*, 264 F.R.D. 133 (D. N.J. 2009)

*Chakejian v. Equifax Information Services, LLC*, 256 F.R.D. 492 (E.D. Pa. 2009)

*Jones v. Midland Funding, LLC*, C.A. No. 3:08-802 (RNC) (D. Conn. October 13, 2009)

*Barel v. Bank of America*, 255 F.R.D. 393 (E.D. Pa. 2009)

*Mann v. Verizon*, C.A. No. 06-5370 (E.D. Pa. Sept. 26, 2008)

*Smith v. Grayling Corp.*, 2008 WL 3861286, C.A. No. 07-1905 (E.D. Pa. 2008)

*Strausser v. ACB Receivables Management, Inc.*, 2008 WL 859224 (E.D. Pa. March 28, 2008)

*Nienaber v. Citibank (South Dakota), N.A.*, 2007 WL 2003761 (D.S.D. July 5, 2007)

*Jordan v. Commonwealth Financial Systems, Inc.*, 237 F.R.D. 132, (E.D. Pa. 2006)

*Marino v. UDR*, 2006 WL 1687026, C.A. No. 05-2268 (E.D. Pa. June 14, 2006)

*Seawell v. Universal Fidelity Corp.*, 235 F.R.D. 64 (E.D. Pa. 2006)

*Perry v. FleetBoston Financial Corp.*, 229 F.R.D.105 (E.D. Pa. 2005)

*Beck v. Maximus, Inc.*, 2005 WL 589749 (E.D. Pa. 2005)

*Beck v. Maximus*, 457 F. 3d 291, 2006 WL 2193603 (3d Cir. Aug. 4, 2006)

*Stoner v. CBA Information Services*, 352 F. Supp. 2d 549 (E.D. Pa. 2005)

*Bittner v. Trans Union, LLC*, C.A. No. 04-2562 (E.D. Pa. January 4, 2005)

*Wisneski v. Nationwide Collections, Inc.*, 227 F.R.D. 259 (E.D. Pa. 2004)

*Petrolito v. Arrow Financial Services, LLC*, 221 F.R.D. 303 (D. Conn. 2004)

*Orloff v. Syndicated Office Systems, Inc.*, 2004 WL 870691 (E.D. Pa 2004)

*Bonett v. Education Debt Services, Inc.*, 2003 WL 21658267 (E.D. Pa. 2003)

*Gaumer v. The Bon-Ton Stores*, C.A. No. 02-8611 (E.D. Pa. Dec. 30, 2003)

*Street v. Portfolio Recovery Associates*, C.A. No. 01-3684 (E.D. Pa. July 30, 2003)

*Samuel-Bassett v. Kia Motors America, Inc.*, 212 F.R.D. 271 (E.D. Pa. 2000)

*Oslan v. Law Offices of Mitchell N. Kay*, 232 F. Supp. 2d 436 (E.D. Pa. 2002)

*Oslan v. Collection Bureau of Hudson Valley*, 206 F.R.D. 109 (E.D. Pa. 2002)

*Saunders v. Berks Credit & Collections*, 2002 WL 1497374 (E.D. Pa. 2002)

*Schilling v. Let's Talk Cellular and Wireless*, 2002 U.S. Dist. LEXIS 3352 (E.D. Pa. 2002)

*Fry v. Hayt, Hayt and Landau*, 198 F.R.D. 461 (E.D. Pa. 2000)

*Smith v. First Union Mortgage Corporation*, 1999 WL 509967 (E.D. Pa. 1999)

*Miller v. Inovision*, December Term, 1999, No. 3504 (C.P. Phila. County).

### **LECTURES/PRESENTATIONS BY INVITATION**

Speaker, *Perrin Conferences Class Action Litigation Virtual Conference*, April 26, 2022

Panel Member, *27<sup>th</sup> Annual Consumer Financial Services Institute- Debt Collection and Credit Reporting Update*, March 18, 2022, New York, NY

Speaker, *Consumer Finance Class Actions: FDCPA, FCRA & TCPA Webinar*, Strafford, September 16, 2020

Faculty, *Introduction to the Fair Credit Reporting Act, Representing the Pro Bono Client: Consumer Law Basics 2020*, Practising Law Institute, August 14, 2020, San Francisco, CA

Faculty, *Representing the Pro Bono Client: Consumer Law Basics 2019*, Practising Law Institute;

Faculty, *Consumer Financial Services & Banking Law Update*, Pennsylvania Bar Institute, October 29, 2019;

Faculty, *Consumer Finance Class Actions*, The Canadian Institute, July 24, 2019;

Faculty, *Representing the Pro Bono Client: Consumer Law Basics 2019*, Practising Law Institute;

Speaker, *Fair Credit Reporting Act Conference*, National Association of Consumer Advocates, Long Beach, CA, May 1–4, 2019;

Faculty, *Judicial Scrutiny of Class Action Settlements: New Standards and Ensuring Timely Release of Attorneys' Fees*, Strafford Webinars and Publications, Tuesday, October 9, 2018;

Speaker, *Fair Credit Reporting Act Conference*, National Association of Consumer Advocates, Baltimore, MD, April 22-29, 2017;

Faculty, *21st Annual Consumer Financial Services Litigation Institute (CLE-accredited), "Fair Credit Reporting and Debt Collection Litigation"*, March and April 2016, NYC and Chicago;

Speaker, *The Conference on Consumer Finance Law, Annual Consumer Financial Services Conference*, Loyola University School of Law, Chicago, Illinois, September 16, 2016;

Speaker, *"New Frontiers: FCRA Litigation Against Lesser Known CRAs"*, Consumer Rights Litigation Conference, National Consumer Law Center, Anaheim, California, October 2016;

Faculty, *"Pursuing and Defending FDCPA, FCRA and TCPA Claims"*, Consumer Finance Class Actions, Strafford Publications, June 2, 2016;

Speaker, *"Stump the Champs"*, Consumer Rights Litigation Conference, National Consumer Law Center, San Antonio, Texas, October 2015;

Speaker, *Fair Credit Reporting Act Conference*, National Association of Consumer Advocates, Las Vegas, NV May 1–3, 2015;

Co-Chair and Speaker, NACA 2013 FCRA Conference, National Association of Consumer Advocates, May 29 – June 1, 2013;

Presenter, *Beyond E-Oscar: Litigating “Non-Credit” FCRA Cases*, Webinar, National Association of Consumer Advocates, February 27, 2013;

Faculty, *FDCPA Class Actions: Latest Litigation Developments*, Strafford Webinars and Publications, November 8, 2012;

Speaker, Consumer Finance Class Actions: *FCRA and FACTA: Leveraging New Developments in Certification, Damages and Preemption*, Strafford Webinars and Publications, March 21, 2012;

Speaker, *FCRA Developments*, Consumer Rights Litigation Conference, National Consumer Law Center, Seattle, Washington, October 2012;

Speaker, *11<sup>th</sup> Consumer Class Action Symposium*, National Consumer Law Center, Chicago, Illinois, November 6, 2011;

Speaker, *Tenant, Employment and Chexsystems Reports*, Consumer Rights Litigation Conference, National Consumer Law Center, Chicago, Illinois, November 3 – 6, 2011;

Speaker, *Specialty Consumer Reports and the FCRA*, FCRA Conference on Consumer Credit, National Association of Consumer Advocates, Memphis, Tennessee, May 20 – 22, 2011;

Panelist, *Taking on the Challenges Facing Workers with Criminal Records: Advancing the Legal and Policy Advocacy Agenda*, National Employment Law Project, Washington, D.C., April 5, 2011;

Faculty, 16<sup>th</sup> Annual Consumer Financial Services Litigation Institute (CLE-accredited), *Collection Issues Including The TCPA & Hot Topics*, Practicing Law Institute, New York, NY and Chicago, IL, March 2011;

Speaker, *ABCs of Fair Credit Reporting, Tips on FCRA Depositions, Evolution of Credit Reporting Industries*, Consumer Rights Litigation Conference, National Consumer Law Center, Boston, Massachusetts, November 11 – 14, 2010;

Faculty, Banking and Consumer Financial Services Law Update, *Litigation and Arbitration Update*, Pennsylvania Bar Institute, April 14, 2010;

Faculty, *Deposit-Side Litigation Developments & Credit Card Developments*, 14<sup>th</sup> Annual Consumer Financial Services Litigation Institute, New York, NY and Chicago, IL, March and April 2009;

Faculty, 13<sup>th</sup> Annual Consumer Financial Services Litigation Institute (CLE-accredited), Practicing Law Institute, New York, NY and Chicago, IL, January 2008, March 2008;

Speaker, *Fair Credit Reporting Act Conference*, National Association of Consumer Advocates, Chicago, IL May 8 – 10, 2009;

Faculty, 12<sup>th</sup> Annual Consumer Financial Services Litigation Institute (CLE-accredited), Practicing Law Institute, New York, NY, March 2007;

Faculty, *Fair Credit Reporting Litigation*, Consumer Protection Law (CLE-accredited), Pennsylvania Bar Institute, Philadelphia, PA and Mechanicsburg, PA, December 2004, March 2007;

Speaker, *Litigating Accuracy Issues with Furnishers of Credit Data*, National Association of Consumer Advocates, New Orleans, LA, June 2 – 5, 2005;

Speaker, Philadelphia Housing Expo, Homeownership Counseling Association of the Delaware Valley, 2005 and 2006;

Speaker, *Understanding Credit Scoring*, Consumer Rights Litigation Conference, National Consumer Law Center, Boston, MA, November 7, 2004;

Speaker, *Litigating Accuracy Issues With Credit Reporting Agencies*, National Association of Consumer Advocates, Chicago, Ill., May 14 – 16, 2004;

Speaker, *Protecting Privacy, Ensuring Accuracy*, National Association of Consumer Advocates, Albuquerque, NM, June 1, 2002;

Faculty/Speaker, *Credit Reporting and Debt Collection Litigation*, Municipal Court Judicial Conference (CLE), Pennsylvania, PA, May 6, 1999;

Speaker, The People's Law School, Philadelphia Bar Association, Philadelphia, PA, October 2004;

Guest Lecturer, Consumer Protection Law, Temple Law School, 2003 – 2012;

Guest Lecturer, Consumer Protection Law, Widener Law School, 2004 – 2009.

## **PUBLICATIONS**

*The FCRA: A Double-Edged Sword for Consumer Data Sellers*,

GP SOLO Magazine, American Bar Association, Volume 29, Number 6,  
November/December 2012

*Credit Rating Damage: Compensable, Yet Overlooked Damage in Tort Cases*,

The Verdict, Philadelphia Trial Lawyers Association, Volume 2008-2009, Issue 6 (2009).

## **APPOINTMENTS, POSITIONS & MEMBERSHIPS**

- Editorial Board of the Consumer Financial Services Law Report
- Philadelphia Bar Association's Lawyer Referral and Information Service Committee (chair or co-chair for 3 years)
- Philadelphia Bar Association's Federal Court's Committee.
- Arbitrator for the Court of Common Pleas of Philadelphia County
- Court of Common Pleas of Philadelphia County, Judge Pro Tem panel.

## **PERSONAL**

Born: June 17, 1970, Philadelphia, Pennsylvania

Family: Two Children, Shayna and Noah

## MARK D. MAILMAN

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MARK D. MAILMAN, Managing Shareholder and one of the firm's founders, is a tenacious and passionate consumer litigator who has for more than 24 years help secure over \$300 million dollars in verdicts and settlements on behalf of more than 8,000 victimized consumers across the nation. Mark concentrates his practice primarily in federal courts, in the areas of Fair Debt Collection, Fair Credit Reporting, False Employment/Background Checks, Identity Theft, Unwanted Auto Calls and Texts, and Consumer Class Actions.

In October 2018, Mark was awarded the 2018 Consumer Attorney of the Year award from the National Association of Consumer Advocates (NACA). NACA is a nationwide organization of more than 1,500 consumer attorneys and advocates who represent the victims of abusive and fraudulent business practices. He has been consistently voted and named one of Pennsylvania's Super Lawyers by Law and Politics published by Philadelphia Magazine and Pennsylvania Super Lawyer Magazine from 2004 to the Present. Mark has repeatedly lectured before judges, lawyers and various professional organizations on the topics of Fair Debt Collection and Fair Credit Reporting litigation. He has also appeared on various news programs to discuss trending consumer issues and recently published an article in The Legal Intelligencer, "*Your clients' consumer rights legal issues may be hiding in plain sight*".

Mark is a graduate of Muhlenberg College (B.A. magna cum laude, 1991), where he was also inducted into Phi Beta Kappa. He received his law degree from the Temple University School of Law (J.D., 1995). While at Temple Law School, he achieved the highest grade in his Trial Advocacy clinic.

Mark is admitted to practice before the United States for the Eastern District of Pennsylvania, Middle District of Pennsylvania, Eastern District of Arkansas, District of North Dakota, and District of New Jersey as well as the state courts of Pennsylvania and New Jersey. He has also successfully litigated cases across the country on a pro hac basis. Mark has been certified to serve as class counsel by state and federal courts in both contested and settlement class actions.

### **CLASS COUNSEL CERTIFICATIONS**

*Serrano v. Sterling Testing Systems, Inc.*, 711 F. Supp. 2d 402 (E.D. Pa. 2010)

*Summerfield v. Equifax Information Services, LCC*, 2009 WL 3234191 (D. N.J. Sept. 30, 2009)

*Chakejian v. Equifax Information Services, LLC*, 256 F.R.D. 492, 2009 WL 764656 (E.D.Pa. 2009)

*Barel v. Bank of America*, \_\_\_F.R.D.\_\_\_, 2009 WL 122805 (E.D. Pa. 2009)

*Mann v. Verizon*, C.A. No. 06-5370 (E.D. Pa. Sept. 26, 2008)

*Smith v. Grayling Corp.*, 2008 WL 3861286, C.A. No. 07-1905 (E.D. Pa. 2008)

*Strausser v. ACB Receivables Management, Inc.*, 2008 WL 859224 (E.D. Pa., March 28, 2008)

*Nienaber v. Citibank (South Dakota), N.A.*, 2007 WL 2003761 (D.S.D., July 5, 2007)

*Jordan v. Commonwealth Financial Sys., Inc.*, 237 F.R.D. 132, 2006 WL 2294855 (E.D. Pa. 2006)

*Seawell v. Universal Fidelity Corp*, 235 F.R.D. 64 (E.D.Pa. 2006)

*Perry v. FleetBoston Financial Corp.*, 299 F.R.D. 105, 2005 WL 1527694 (E.D. Pa. 2005)  
*Beck v. Maximus, Inc.*, 2005 WL 589749 (E.D. Pa. 2005); vacated on other grounds, *Beck v. Maximus*, 457 F. 3d 291, 2006 WL 2193603 (3d. Cir. Aug. 4, 2006)  
*Stoner v. CBA Information Services*, 352 F. Supp. 2d 549 (E.D. Pa. 2005)  
*Bittner v. Trans Union, LLC*, C.A. No. 04-2562 (E.D. Pa. January 4, 2005)  
*Wisneski v. Nationwide Collections, Inc.*, 227 F.R.D. 259 (E.D. Pa. 2004)  
*Petrolito v. Arrow Financial Services, LLC*, 221 F.R.D. 303 (D. Conn. 2004)  
*Orloff v. Syndicated Office Systems, Inc.*, 2004 WL 870691 (E.D. Pa 2004)  
*Bonett v. Education Debt Services, Inc.*, 2003 WL 21658267 (E.D. Pa. 2003)  
*Gaumer v. The Bon-Ton Stores*, C.A. No. 02-8611 (E.D. Pa. Dec. 30, 2003)  
*Street v. Portfolio Recovery Associates*, C.A. No. 01-3684 (E.D. Pa. July 30, 2003)  
*Samuel-Bassett v. Kia Motors America, Inc.*, 212 F.R.D. 271 (E.D. Pa. 2000), vacated on other grounds  
*Oslan v. Law Offices of Mitchell N. Kay*, 232 F. Supp. 2d 436 (E.D. Pa. 2002)  
*Oslan v. Collection Bureau of Hudson Valley*, 206 F.R.D. 109 (E.D. Pa. 2002)  
*Saunders v. Berks Credit & Collections*, 2002 WL 1497374 (E.D. Pa. 2002)  
*Schilling v. Let's Talk Cellular and Wireless*, 2002 U.S. Dist. LEXIS 3352 (E.D. Pa. 2002)  
*Fry v. Hayt, Hayt and Landau*, 198 F.R.D. 461 (E.D. Pa. 2000)  
*Smith v. First Union Mortgage Corporation*, 1999 WL 509967 (E.D. Pa. 1999)  
*Miller v. Inovision, C.P. Phila. County, December Term, 1999, No. 3504*

### **NOTABLE CASES**

- *Schwartz v. Aracor Search & Abstract, Inc.*, 2014 WL 4493662 (E.D. Pa. Sept. 11, 2014) (upholding compensatory and punitive damages judgment against title company that misappropriated certain funds at real estate closing)
- *Ferguson v. Wells Fargo Bank, NA*, 538 Fed. Appx. 782 (9th Cir. 2013) (reversing summary judgment for bank that failed to properly remove bankruptcy notation)
- *King v. General Info. Servs., Inc.*, 903 F. Supp. 2d 303 (E.D. Pa. 2012) (first court to uphold constitutionality of FCRA's obsolescence provision)
- *Seamans v. Temple University*, Civil No. 11-6774(E.D. Pa., Oct. 28, 2011) — precedential case of first impression before U.S. Court of Appeals for the Third Circuit addressing duties of furnishers and interplay between the FCRA and HCA.
- *Adams v. LexisNexis Risk & Info. Analytics Group, Inc.*, 2010 WL 1931135 (D.N.J. May 12, 2010) (first court to find that consumers may sue under FRCA over information in specialty Accurint report used by debt collectors)

- *Dixon-Rollins v. Trans Union, LLC*, Civil No. 09-646 (E.D. Pa., April 10, 2010) – \$530,000 jury verdict against a credit reporting agency that falsely reported an old landlord collection claim for rent (remitted to \$300,000)
- *Shames-Yeakel v. Citizens Financial Bank*, 677 F. Supp. 2d 994 (N.D. Ill. 2009) (first court to rule that consumer may proceed to jury trial on claim that bank breached its duty to sufficiently secure its online banking system).
- *Cortez v. Trans Union, LLC*, Civil No. 05-5684 (E.D. Pa., April 26, 2007)—\$800,000 jury verdict against Trans Union in fair credit reporting case (remitted to \$150,000)
- *Samuel-Bassett v. Kia Motors America, Inc.*, C.P. Phila. County, January Term, 2001, No. 2199—5.6 million dollar verdict for class of Pennsylvania car purchasers
- *Little v. Kia Motors America, Inc.*, 2003 WL 25568765 (N.J.Super.L. 2003)—6 million dollar (approximate) verdict for class of New Jersey car purchasers, damages later decertified
- *Serrano v. Sterling Testing Systems, Inc.*, —F.Supp.2d—, 2008 WL 2223007 (E.D. Pa. May 30, 2008)—federal court finding as a matter of first impression what defines a record of arrest under the FCRA
- *Stoner v. CBA Information Services*, 352 F. Supp. 2d 549 (E.D. Pa. 2005)—obtained \$772,500 settlement for class of consumers who disputed errors in their credit reports
- *Perry v. FleetBoston Financial Corp.*, 2004 WL 1508518 (E.D. Pa. 2004)—defeated motion to compel arbitration in class action brought under Fair Credit Reporting Act
- *Crane v. Trans Union, LLC*, 282 F. Supp. 2d 311 (E.D. Pa. 2003)—federal court held that credit reporting agencies that merely parrot information from credit furnishers and fail to forward dispute documentation face claims for punitive damages under the Fair Credit Reporting Act; violation of the Fair Credit Reporting Act presents a violation of Pennsylvania’s Consumer Protection Law); *Lawrence v. Trans Union, LLC*, 296 F. Supp. 2d 582 (E.D. Pa. 2003)—same
- *Wisneski v. Nationwide Collections, Inc.*, 227 F.R.D. 259 (E.D. Pa. 2004)—in fair debt class action, Pennsylvania federal court held for the first time that statutory net worth limitation is not limited to balance sheet net worth, and includes equity, capital stock and goodwill
- *Evantash v. G.E. Capital Mortgage Services, Inc.*, 2003 WL 22844198 (E.D. Pa. 2003)—in fair credit reporting case, court held that technical accuracy is not a defense
- *Sheffer v. Experian Information Solutions, Inc.*, 2003 WL 21710573 (E.D. Pa. 2003)—federal court held that Fair Credit Reporting Act permits as recoverable damage emotional distress in trying to correct errors in a consumer’s credit file, even where no pecuniary or out-of-pocket losses
- *Sheffer v. Experian Information Solutions Inc.*, 249 F. Supp. 2d 560 (E.D. Pa. 2003)—federal court held that FCRA provides a private right of action against furnishers of information



- *Sullivan v. Equifax, Inc. et al.*, 2002 U.S. Dist. LEXIS 7884 (E.D. Pa. 2002)—federal court held that reporting a debt to a credit reporting agency is a communication covered by the Fair Debt Collection Practices Act
- *Wenrich v. Cole*, 2000 U.S. Dist. LEXIS 18687 (E.D. Pa. 2000)—federal court held that FDCPA provides protection for all persons, not just consumers
- *Jaramillo v. Experian Information Solutions, Inc.*, 155 F. Supp. 2d 356 (E.D. Pa. 2001); 2001 U.S. Dist. LEXIS 10221 (E.D. Pa. 2001)—federal court held that single publication rule does not apply to actions brought for violation of the Fair Credit Reporting Act

### **PRESENTATIONS/LECTURES BY INVITATION**

Speaker, *Spring Training 2020 (FCRA)*, National Association of Consumer Advocates, Phoenix, AZ, May 11-14, 2022

Speaker, *Consumer Rights Litigation Conference*, National Consumer Law Center's Office Hours with the FCRA Stars, December 6-17, 2021

Speaker, *Spring Training 2020 (FCRA)*, National Association of Consumer Advocates, Online Webinars, May 1-June 30, 2020

Speaker, *Fair Credit Reporting Act Conference*, National Association of Consumer Advocates, Long Beach, CA, May 1–4, 2019

Speaker, *Fair Credit Reporting Act Conference*, National Association of Consumer Advocates, Baltimore, MD, April 22-29, 2017

Speaker, *Fair Credit Reporting Act Conference*, National Association of Consumer Advocates, Las Vegas, NV, May 1-3, 2015

Speaker, *Fair Debt Collection Experienced Training Conference*, National Association of Consumer Advocates, Baltimore, MD, March 7-8, 2013

Speaker, *Fair Debt Collection Experienced Training Conference*, National Association of Consumer Advocates, New Orleans, LA, February 23-24, 2012

Speaker, *Negotiating 101*, National Association of Consumer Advocates, Memphis, TN, May 20-22, 2011

Speaker, *Fair Credit Reporting Act Conference*, National Association of Consumer Advocates, Chicago, IL, May 8-10, 2009

Speaker, *Fair Debt Collection Experienced Training Conference*, National Association of Consumer Advocates, Nashville, TN, March 27-29, 2008

Speaker, *Litigation Trends: "Getting to Know the Other Team"*, 11th Annual DBA International World Championship of Debt Buying, Las Vegas, NV, February 5-7, 2008

Speaker, *Protecting Vulnerable Consumers and Promoting Marketplace Justice*, Consumer Rights Litigation Conference, National Consumer Law Center, Miami, FL, November 10-13, 2006

Speaker, *FCRA: Playing to Win*, National Association of Consumer Advocates, Las Vegas, NV, May 5-7, 2006

Speaker, *Litigating Accuracy Issues With Furnishers of Credit Data*, National Association of Consumer Advocates, New Orleans, LA, June 2-5, 2005

Speaker, *Understanding Credit Scoring*, Consumer Rights Litigation Conference, National Consumer Law Center, Boston, MA, November 7, 2004

Speaker, *Litigating Accuracy Issues With Credit Reporting Agencies*, National Association of Consumer Advocates, Chicago, Ill., May 14-16, 2004

Speaker, *FCRA/Building On Our Success*, National Association of Consumer Advocates, Orlando, FL, March 7-9, 2003

Speaker, *Protecting Privacy, Ensuring Accuracy*, National Association of Consumer Advocates, Albuquerque, NM, June 1, 2002

Faculty/Speaker, *Credit Reporting and Debt Collection Litigation*, Municipal Court Judicial Conference (CLE), Pennsylvania, PA, May 6, 1999

### **COMMITTEE APPOINTMENTS AND POSITIONS**

Mark is a certified arbitration panelist with the Federal Arbitration Panel and serves on the Editorial Board of the Consumer Financial Services Law Report. Additionally, he is a member of the Pennsylvania Trial Lawyers Association, Philadelphia Trial Lawyers Association, Philadelphia Bar Association, and National Association of Consumer Advocates, and regularly serves on the Philadelphia Bar Association's Federal Courts Committee.

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### **JOHN SOUMILAS**

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JOHN SOUMILAS is a firm shareholder resident in Philadelphia. A seasoned litigator, John has represented thousands of consumers in individual cases and class actions. He currently represents persons defamed and otherwise harmed by credit and background screening errors, victims of identity theft, individuals harassed and deceived by collectors and other businesses, as well as consumers who are subjected to unwelcome invasions of their privacy, fraud, overcharging, and other deceptive or unfair trade practices.

John has been repeatedly recognized by Philadelphia Magazine as a "SuperLawyer," a recognition received by only 5% of attorneys in Pennsylvania. He has been nationally recognized for his work in protecting consumer rights under the federal Fair Credit Reporting Act (FCRA). Throughout his career, John has obtained some of the highest consumer jury verdicts, including the highest known FCRA verdicts in Pennsylvania, California, and Michigan, and had been appointed by federal judges as class counsel in some of the largest FCRA class cases and settlements.

John lives in Old City Philadelphia with his wife and children. John is a 1994 *cum laude* graduate of Rutgers University, where he was inducted into Phi Beta Kappa. He also holds a master's degree in American history from Stony Brook University, obtained in 1996. John received his law degree *cum laude* from the Temple University Beasley School of Law in 1999, where he

was a member of the Temple Law Review. He began his legal career by clerking for Justice Russell M. Nigro of the Supreme Court of Pennsylvania.

### **ADMISSIONS**

John has been admitted to practice before the United States Supreme Court, United States Courts of Appeals for the First, Second, Third, Fourth, Sixth, Seventh, Ninth and Eleventh Circuits, the United States District Courts for the District of Colorado, Eastern District of Michigan, Eastern District of Pennsylvania, and the District of New Jersey, as well as the state courts of Pennsylvania and New Jersey. He has also successfully litigated cases on a *pro hac vice* basis throughout the country.

### **RECENT WORK**

John is known for his ability to tackle a wide array of novel and complex legal problems. A sampling of his recent cases is set forth below:

#### False Terrorist Alerts on Credit Reports

- *Kang v. Credit Bureau Connection, Inc.*, No. 18-01359, 2022 WL 658105 (E.D. Cal. Mar. 4, 2022) (certified class of car buyers in case involving the reporting of inaccurate OFAC “terrorist” alerts appearing on the credit reports of innocent American consumers) (also appointed class counsel and represented classes of similar consumers for false OFAC alert claims in *Patel v. Trans Union, LLC*, 308 F.R.D. 292 (N.D. Cal. 2015) and *Ramirez v. Trans Union, LLC*, 301 F.R.D. 408 (N.D. Cal. 2014); *see also Ramirez v. Trans Union LLC*, 951 F.3d 1008 (9th Cir. 2020) (upholding certification of entire class, but reversed for portion of class that lacked Article III standing per *Trans Union LLC v. Ramirez*, 141 S. Ct. 2190 (2021)).

#### Unlawful College Charges and Student Loans

- *Teran v. Navient Sols. (In re Teran)*, No. 10-31718, 2022 Bankr. LEXIS 381 (Bankr. N.D. Cal. Feb. 15, 2022) (summary judgment ruling siding with class of student debtors who had collection efforts taken against them even though certain of their student loans were discharged in their bankruptcies);
- *Weiman v. Miami Univ.*, Case Nos. 2020-00614JD, 2020-00644JD (OH Ct. of Claims, Dec. 13, 2021) (certifying class of students seeking Covid-19 related refunds from university following campus shutdown due to pandemic) and *Botts v. Johns Hopkins Univ.*, No. 20-1335, 2021 WL 1561520 (D. Md. Apr. 21, 2021) (leading decision in litigation against universities for class of undergraduate and graduate students claiming overcharging during the Covid-19 pandemic, upholding breach of contract and unjust enrichment claims).

#### Negligent Recalls of Defective Products

- *Dukich v. IKEA US Retail LLC*, No. 20-2182, 2021 WL 1534520 (E.D. Pa. Apr. 19, 2021) (recognizing negligent recall theory in class case involving the recall of tens of millions of defective dressers which can tip over and injure or kill small children).

#### Credit Reporting Errors and Problems

- *Norman v. Trans Union, LLC*, 479 F.Supp.3d 98 (E.D. Pa. Aug. 14, 2020) (first court to certify class action for credit report agency's failure to investigate hundreds of thousands of consumer disputes of certain inquiries disputed as unauthorized); followed by *Rivera v. Equifax Info. Servs., LLC*, No.18-4639, 2022 WL 986443 (N.D. Ga. Mar. 30, 2022) (certifying even larger class of over 300,000 consumers for same claim).

#### Tenant and Employment Screening Violations

- *McIntyre v. RealPage, Inc.*, 336 F.R.D. 422 (E.D. Pa. Aug. 25, 2020) (certifying claim on behalf of tenant applicants for improper reporting of stale eviction records against them in largest tenant screening class to date);
- *Kelly v. Business Information Group*, No. 15-6668, 2019 WL 414915 (E.D. Pa. Feb. 1, 2019) (as part of approval of multi-million-dollar class settlement requiring employment background screener to provide important "same time" notice to job candidates of any adverse information being included in their background reports);
- *Leo v. AppFolio, Inc.*, No. 17-5771, 2018 WL 623647 (W.D. Wash. Jan. 30, 2018) (upholding class action claims against start-up tenant screening company);
- *Flores v. Express Personnel*, No. 14-03298, 2017 WL 1177098 (E.D. Pa. Mar. 30, 2017) (certifying settlement class regarding improper background screening practices by a job placement agency).

### **NOTEWORTHY CASES**

Throughout his career, John has litigated some of the most groundbreaking consumer rights cases including several cases involving issues of first impression. The following is a list of cases involving complex and novel issues that John had litigated through the years:

- *Clark v. Trans Union, LLC*, No. 15-391, 2017 WL 814252 (E.D. Va. Mar. 1, 2017) (certifying one of first misreported public records FCRA classes);
- *Magallon v. Robert Half International, Inc.*, 311 F.R.D. 626 (D. Or. Nov. 10, 2015) (one of few cases certifying a 5-year FCRA class on contest for failure to timely disclose adverse temp-placement decisions against job placement agency);
- *Seamans v. Temple University*, 744 F.3d 853 (3d Cir. 2014) (reversing summary judgment for credit furnisher concerning improperly reported old student loan debt, and setting standard for certain delinquent student debt cannot be reported to the credit agencies after seven-and-a-half years);
- *Schwartz v. Aracor Search & Abstract, Inc.*, No. 13-870, 2014 WL 4493662 (E.D. Pa. Sept. 11, 2014) (upholding compensatory and punitive damages judgment against title company that misappropriated certain funds at real estate closing);
- *Ferguson v. Wells Fargo Bank, NA*, 538 Fed. Appx. 782 (9th Cir. 2013) (reversing summary judgment for bank that failed to remove bankruptcy notation from consumer's credit report);
- *King v. General Info. Servs., Inc.*, 903 F. Supp. 2d 303 (E.D. Pa. 2012) (first court to uphold constitutionality of FCRA's obsolescence provision for old or outdated background history);

- *Howley v. Experian Info. Solutions, Inc.*, 813 F. Supp. 2d 629 (D.N.J. 2011) (first court to find that consumer may sue agency that improperly disclosed information to an identity thief);
- *Adams v. LexisNexis Risk & Info. Analytics Group, Inc.*, No. 08–4708, 2010 WL 1931135 (D.N.J. May 12, 2010) (first court to find that consumers may sue under FRCA over information in specialty Accurant report used by debt collectors and others) (leading to *Berry v. LexisNexis Risk & Info. Analytics Group, Inc.*, No. 11-754, 2014 WL 4403524 (E.D. Va. Sept. 5, 2014) and resulting in one of largest consumer class action settlements with LexisNexis);
- *Cortez v. Trans Union, LLC*, 617 F.3d 688 (3d Cir. 2010) (upholding first ever court finding that false terrorist/OFAC alerts are subject to the FCRA, also upholding punitive damages of case tried by same counsel before a jury at the district court level, *Cortez v. Trans Union, LLC*, No. 05-5684 (E.D. Pa. Apr. 26, 2007));
- *Chakejian v. Equifax Info. Servs., LLC*, 256 F.R.D. 492 (E.D. Pa. 2009) (first certified class action under FCRA section 1681i regarding consumer disputes);
- *Shames-Yeakel v. Citizens Financial Bank*, 677 F. Supp. 2d 994 (N.D. Ill. 2009) (first court to rule that consumer may proceed to jury trial on claim that bank breached its duty to sufficiently secure its online banking system).

## **LECTURES / PUBLICATIONS**

John is also a regular lecturer on consumer matters, including for the National Business Institute, National Consumer Law Center, Practicing Law Institute, National Association of Consumer Advocates, and other organizations. John has been interviewed and quoted concerning many legal issues affecting consumers by a wide range of media outlets, from the Wall Street Journal and Forbes Magazine to Consumer Reports and Free Speech Radio. He has authored several popular and scholarly articles, including *CFPB Tries to Nip New Wave of Unlawful Medical Debt Collection in the Bud* (The Legal Intelligencer Apr. 1, 2022), *Predatory Lending, the FCRA and the FDCPA* (NBI 2009), and *How Can I Combat Identity Theft* (Philadelphia Magazine, Dec. 2008).

## **DAVID A. SEARLES**

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DAVID A. SEARLES, of counsel to the firm, is admitted to practice before the Supreme Court of the United States, the United States Courts of Appeals for the Third, Fourth and Sixth Circuits, and the United States District Courts for the District of Maryland, the District of Colorado, the Northern District of Oklahoma, and Eastern and Middle Districts of Pennsylvania, as well as the state courts of Pennsylvania. He is a graduate of the American University School of Law, Washington, D.C., where he served on law review.

Following graduation from law school, Mr. Searles was an attorney for Community Legal Services of Philadelphia, where he specialized in consumer and bankruptcy law. In 1990, he successfully argued the first consumer reorganization bankruptcy case considered by the U.S. Supreme Court, *Pennsylvania v. Davenport*, 495 U.S. 552 (1990), and has served as lead counsel and presented arguments in numerous consumer law cases before the United States Court of

Appeals for the Third Circuit. From 1992 through 1997, Mr. Searles was associated with the Philadelphia law firm of Drinker Biddle & Reath LLP, where his practice focused on Chapter 11 bankruptcy and creditors' rights. Thereafter, he was a member of Donovan Searles, LLC until 2011, specializing in consumer class action litigation.

In 2005, Mr. Searles was awarded the Equal Justice Award at the Community Legal Services Breakfast of Champions for his role in directing funding for legal assistance for low-income residents of Philadelphia. Mr. Searles has served as the Pennsylvania contributor to SURVEY OF STATE CLASS ACTION LAW (ABA Section of Litigation – 2010), and as a contributing author of PENNSYLVANIA CONSUMER LAW (2010). He has taught advanced bankruptcy law at the Rutgers University School of Law – Camden, business law at Widener University and bankruptcy law at Pierce Junior College, Philadelphia. He is a past co-chairperson of the Education Committee of the Eastern District of Pennsylvania Bankruptcy Conference. Mr. Searles has been named a Pennsylvania Super Lawyer for many years.

### **CLASS ACTIONS**

*Lucas v. Accutrace, Inc.*, No. 18-9059 (S.D.N.Y. June 29, 2020);  
*Kelly v. Business Information Group*, 2019 WL 414915 (E.D. Pa. 2019);  
*Gibbons v. Weltman, Weinberg & Reis Co., LPA*, 2018 WL 5720749 (E.D. Pa. Oct. 31, 2018);  
*Patel v. Trans Union, LLC*, 2018 WL 1258194 (N.D. Ca. March 11, 2018);  
*Carter v. Shalhoub Management Company, Inc.*, 2017 WL 5634300 (C.D. Ca. March 15, 2017);  
*Flores v. Express Services, Inc.*, 2017 WL 1177098 (E.D. Pa. March 30, 2017);  
*Miller v. Trans Union, LLC*, 2017 WL 412641 (M.D. Pa. Jan. 18, 2017);  
*Larson v. Trans Union, LLC*, No. 12-5726 (N.D. Ca. June 26, 2015);  
*Blandina v. Midland Funding, LLC*, 2014 WL 7338744 (E.D. Pa. Dec. 23, 2014);  
*King v. General Information Services, Inc.*, C.A. No. 2:11-cv-06850 (E.D. Pa. Nov. 4, 2014);  
*Robinson v. General Information Services, Inc.*, C.A. No. 2:11-cv-07782 (E.D. Pa. Nov. 4, 2014);  
*Jones v. Midland Funding, LLC*, 2013 WL 12286081 (D. Conn. Dec. 3, 2013);  
*Sapp v. Experian Information Solutions, Inc.*, 2:10-cv-04312 (E.D. Pa. Jan. 29, 2013);  
*Reibstein v. Rite Aid Corporation*, 2011 WL 192512 (E.D. Pa. Jan. 18, 2011);  
*McCall v. Drive Financial*, January Term 2006, No. 0005 (C.P. Phila. July 20, 2010);  
*Serrano v. Sterling Testing Systems, Inc.*, 711 F.Supp.2d 402 (E.D. Pa. 2010);  
*Summerfield v. Equifax Information Services, LLC*, 264 F.R.D. 133 (D.N.J. 2009);  
*Chakejian v. Equifax Information Services, LLC*, 256 F.R.D. 492 (E.D. Pa. 2009);  
*Barel v. Bank of America*, 255 F.R.D. 393 (E.D. Pa. 2009);  
*Markocki v. Old Republic National Title Ins. Co.*, 254 F.R.D. 242 (E.D. Pa. 2008);  
*Strausser v. ACB Receivables Management, Inc.*, 2008 WL 859224 (E.D. Pa. Mar. 28, 2008);

*Allen v. Holiday Universal, Inc.*, 249 F.R.D. 166 (E.D. Pa. 2008);  
*Cohen v. Chicago Title Insurance Company*, 242 F.R.D. 295 (E.D. Pa. 2007);  
*Jordan v. Commonwealth Financial Systems, Inc.*, 237 F.R.D. 132 (E.D. Pa. 2006);  
*Braun v. Wal-Mart Stores, Inc.*, 2005 WL 3623389 (C.P. Phila. Dec. 27, 2005);  
*Perry v. FleetBoston Financial Corp.*, 229 F.R.D. 105 (E.D. Pa. 2005);  
*Beck v. Maximus, Inc.*, 2005 WL 589749 (E.D. Pa. March 11, 2005);  
*Stoner v. CBA Information Services*, 352 F.Supp.2d 549 (E.D. Pa. 2005);  
*Orloff v. Syndicated Office Systems, Inc.*, 2004 WL 870691 (E.D. Pa. April 22, 2004);  
*Petrolito v. Arrow Financial Services, LLC*, 221 F.R.D. 303 (D. Conn. 2004);  
*Piper v. Portnoff Law Associates, Ltd.*, 216 F.R.D. 325 (E.D. Pa. 2003);  
*Bonett v. Education Debt Services, Inc.*, 2003 WL 21658267 (E.D. Pa. 2003).

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### **GEOFFREY H. BASKERVILLE**

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GEOFFREY H. BASKERVILLE is a 1982 graduate of Gettysburg College and a 1992 graduate of the Dickinson School of Law. During law school, Geoffrey published an article entitled *Human Gene Therapy: Application, Ethics and Regulation* in the Dickinson Law Review, Vol. 96, No. 4.

Since graduating from law school, Geoffrey has worked for both plaintiff and defense litigation firms practicing in the areas of medical malpractice, architect's and engineer's malpractice, the Federal Employer's Liability Act, and trucking litigation. In 2007, Geoffrey joined Francis Mailman Soumilas P.C. and began to practice in the area of consumer protection litigation, including fair credit reporting and fair debt collection.

Since that time, Geoffrey has concentrated his practice on representing consumers in cases under the Fair Credit Reporting Act, the Fair Debt Collection Practices Act, the Telephone Consumer Protection Act and other consumer statutes. He is admitted to practice before the United States Court of Appeals for the Ninth Circuit, the United States District Courts for the Eastern and Middle Districts of Pennsylvania, the District of New Jersey, the Eastern District of Michigan, the District of Colorado and the District of New Mexico, as well as the state courts of Pennsylvania and New Jersey.

Geoffrey is an active member of his community and volunteers his time by serving on his local Historic Preservation Commission. He is also an avid amateur photographer.

## LAUREN KW BRENNAN

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LAUREN KW BRENNAN joined Francis Mailman Soumilas in 2013 and concentrates her practice on class action litigation on behalf of consumers harmed by credit reporting errors, inaccurate employment background screening, abusive debt collection practices, and other unfair and fraudulent trade practices.

Lauren is a 2008 graduate of Swarthmore College and received her J.D. *cum laude* from Temple University's Beasley School of Law in 2013. She is a member of the National Association of Consumer Advocates (NACA) and is a regular speaker for NACA and the National Consumer Law Center (NCLC).

### **ADMISSIONS**

Lauren is admitted to practice in the state courts of Pennsylvania and New Jersey, as well as before the United States District Court for the Eastern District of Pennsylvania and the United States District Court for the District of New Jersey. She is also admitted to practice before the United States Courts of Appeals for the Third, Seventh, Ninth, and Eleventh Circuits and before the United States Supreme Court.

### **CLASS COUNSEL CERTIFICATIONS**

*Healy v. Milliman, Inc.*, No. 2:20-cv-01473-JCC (W.D. Wash. 2022)  
*Watson v. Checkr, Inc.*, No. 3:19-cv-03396-EMC (N.D. Cal. 2021)  
*Deaton v. Trans Union, LLC*, No. 2:20-cv-01380-AB (E.D. Pa. 2021)  
*Sanders v. Makespace Labs, Inc.*, No: 1:18-cv-10016 (S.D.N.Y. 2021)  
*McIntyre v. Realpage, Inc., d/b/a On-Site*, No: 2:18-cv-03934-CFK (E.D. Pa. 2020)  
*Der-Hacopian v. DarkTrace, Inc.*, No. 4:18-cv-06726-HSG (N.D. Cal. 2020)  
*Der-Hacopian v. SentryLink*, No. 8:18-cv-03001-PWG (D. Md.)  
*Taylor v. GfK Custom Research, Inc.*, No. 1:16-cv-09968-ER (S.D.N.Y. 2019)  
*Leo v. AppFolio, Inc.*, No.3:17-cv-05771-RJB (W.D. Wash. 2019)  
*Clark/Anderson v. Trans Union, LLC*, No. 15-cv-391 & No. 16-cv-558 (E.D. Va. 2018)  
*Kelly v. Business Information Group*, C.A. 15-6668, 2019 WL 414915 (E.D. Pa. 2019)  
*Flores v. Express Personnel*, C.A. No. 14-cv-03298, (E.D. Pa. Oct. 21, 2016)  
*Larson v. Trans Union, LLC*, C.A. No. 12-cv-05726, (N.D. CA, Aug. 11, 2016)  
*Miller v. Trans Union, LLC*, C.A. No. 12-cv-1715, (M.D. Pa. Dec. 26, 2016)  
*Henderson v. Trans Union, LLC*, C.A. No. 14-cv-00679 (E.D. Va. May 3, 2016)  
*Pawlowski v. United Tranzactions, LLC*, C.A. no. 15-cv-2330, (E.D. Pa. April 18, 2016)  
*Rodriguez v. Calvin Klein, Inc.*, C.A. 1:15-cv-02590 (S.D.N.Y. 2015)  
*Giddiens v. Infinity Staffing*, C.A. No. 13-cv-07115, (E.D. Pa. Jan. 12, 2016)



*Giddiens v. First Advantage*, C.A. No. 14-cv-5105, (E.D. Pa. July 11, 2015)  
*Magallon v. Robert Half International, Inc.*, 2015 WL 8778398 (D. Or. Nov. 10, 2015)  
*Patel v. Trans Union, LLC*, 308 F.R.D. 292 (N.D. Cal. 2014)  
*Blandina v. Midland Funding, LLC*, 2014 WL 7338744 (E.D. Pa. Dec. 23, 2014)  
*Robinson v. General Information Services, Inc.*, No. 11-07782 (E.D. Pa. Nov. 4, 2014)  
*Ramirez v. Trans Union, LLC*, 2014 WL 3734525 (N.D. Cal. July 24, 2014)

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## **JORDAN M. SARTELL**

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JORDAN M. SARTELL joined the class action practice of Francis Mailman Soumilas, P.C. in 2017 and litigates on behalf of consumers harmed by unlawful credit reporting, tenant screening, background checks, debt collection, and other deceptive and unfair business practices.

A *summa cum laude* graduate of the DePaul University College of Law in Chicago and member of the DePaul Law Review, Jordan began his legal career protecting vulnerable senior citizens from financial exploitation with Prairie State Legal Services. Licensed in Illinois, Jordan practices in federal district and appellate courts throughout the United States.

Jordan lives in suburban Chicagoland with his wife and two children where he is a member of the DuPage County Bar Association (“DCBA”). Jordan has served on the Editorial Board of the DCBA’s legal journal, *The Brief*, since 2014, including as its Editor in Chief (‘21 to ‘22) and Associate Editor (‘20 to ‘21). Jordan is also a member of the National Association of Consumer Advocates and regularly provides pro bono advice and counsel concerning a variety of consumer issues.

### **CLASS COUNSEL CERTIFICATIONS**

*Rivera v. Equifax Info. Servs., LLC*, No. 1:18-CV-4639-AT,  
2022 WL 986443 (N.D. Ga. Mar. 30, 2022)  
*Kang v. Credit Bureau Connection, Inc.*, No. 1:18-CV-01359-AWI-SKO,  
2022 WL 658105 (E.D. Cal. Mar. 4, 2022)  
*McIntyre v. RealPage, Inc., d/b/a On-Site*, 336 F.R.D. 422 (E.D. Pa. 2020)  
*Norman v. Trans Union, LLC*, 479 F. Supp. 3d 98 (E.D. Pa. 2020)  
*Wills v. Starbucks Corporation*, No. 1:16-cv-3654-CAP-CMS, ECF 59 (N.D. Ga. July 16, 2020)  
*Robinson v. National Student Clearinghouse*, No. 1:19-CV-10749,  
2020 WL 4873728 (D. Mass. July 8, 2020) *aff’d* 14 F.4th 56 (1st Cir. 2021)  
*Shekar v. Accurate Background, Inc.*, No. 17-CV-0585,  
2020 WL 2563437 (E.D. Wis. May 14, 2020)

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## **JOSEPH GENTILCORE**

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JOSEPH GENTILCORE is a passionate advocate for every one of his clients, and truly believes in the work that he does. Joseph focuses his practice on Fair Credit Reporting Act cases and other consumer protection matters under both state and federal law. He currently represents consumers in cases against credit card companies, banks, debt collectors, mortgage servicers and background check companies. Joseph has dedicated the majority of his career to representing individuals who have been wronged by large financial entities, and along the way has helped thousands of consumers obtain compensation from the corporations that have harmed them. As a result of Joseph's specialties, he has given lectures on various topics, including background checks, credit reporting inaccuracies, and mortgage fraud.

Joseph graduated Ursinus College, and Temple University School of Law.

Joseph has been lead counsel in over 300 individual federal consumer protection cases, and appointed class counsel in consumer protection matters. Every year since 2013, Joseph has been named a Super Lawyer or Rising Star by Pennsylvania Super Lawyers. Joseph is licensed to practice in Pennsylvania and New Jersey, and is admitted in numerous federal courts throughout the country.

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## **SIOBHÁN MCGREAL**

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SIOBHÁN MCGREAL joined Francis Mailman Soumilas, P.C. in 2021, and concentrates her advocacy on behalf of consumers harmed by credit reporting errors, inaccurate background screening reports for employment and housing applications, and other abusive and unfair trade practices. Siobhán has dedicated the majority of her career to helping those who have had difficulty having their voices heard within the legal system.

Prior to joining FMS, Siobhán was a Deputy City Solicitor in the Child Welfare Unit of the City of Philadelphia Law Department, where she litigated thousands of hearings of child abuse, child neglect, applications for orders of protective custody, permanent legal custodianship, and terminations of parental rights. She started her law career as an attorney for the Administration of Children's Services in Brooklyn, NY, before moving to Southern California and working in private practice for several years. Siobhán earned her B.A. from the University of Pennsylvania and her J.D. from New York Law School after teaching English in Thailand for a short time. She has been admitted to practice in the state courts of Pennsylvania, California, and New York, as well as before the United States District Court for the Eastern District of Pennsylvania.

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## **THE FIRM'S STAFF**

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The firm employs a highly qualified staff of paralegals, legal assistants, and secretaries to advance its objectives.

**IN THE UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF GEORGIA  
Atlanta Division**

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**IN RE: TransUnion Rental Screening Solutions,  
Inc. FCRA Litigation**

**No. 1:20-md-02933-JPB  
ALL CASES**

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**ORDER PRELIMINARILY APPROVING CLASS ACTION  
SETTLEMENT, CERTIFYING CONDITIONAL SETTLEMENT CLASSES,  
APPOINTING CLASS COUNSEL, APPROVING AND DIRECTING  
NOTICE PLANS, APPOINTING SETTLEMENT ADMINISTRATOR**

WHEREAS, the Court has been advised that certain of the Parties to the coordinated and/or consolidated lawsuits in the above-captioned proceedings (“the Litigation”), Plaintiffs William Hall Jr, Chris Robinson, Jennifer Brown, Patricia McIntyre, Kaila Hector, William Aird, and Ramona Belluccia, on behalf of themselves and all others similarly situated (hereinafter referred to as “Plaintiffs”), and TransUnion Rental Screening Solutions, Inc. (“Defendant” or “TURSS”) (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 Litigation 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 Litigation. The date for such hearing will be at least 114 days from the date of the entry of the Order Scheduling Final Fairness Hearing, with such Order to be requested for entry by the Parties after the Rule 23(b)(3) Class List is agreed upon.

**IT IS HEREBY ORDERED:**

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

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

All individuals in the United States about whom TURSS reported a Criminal Record and/or Landlord-Tenant Record to a third party from November 7, 2016 through the Injunctive Relief Termination Date.

3. **PRELIMINARY CERTIFICATION OF RULE 23(b)(2) SETTLEMENT CLASS** — The Court preliminarily finds that the Litigation and

Rule 23(b)(2) Settlement 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 Rule 23(b)(2) Settlement Class (“Rule 23(b)(2) Settlement 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 Rule 23(b)(2) Settlement Class Members,;
- C. The claims of the Plaintiffs are typical of the claims of the Rule 23(b)(2) Settlement Class Members;
- D. The Plaintiffs and Class Counsel have fairly and adequately represented and protected the interests of all of the Rule 23(b)(2) Settlement Class Members; and
- E. Defendant had acted on grounds generally applicable to the Rule 23(b)(2) Settlement Class as a whole. The Litigation arises from Defendant’s practices concerning the matching of Criminal Records to subjects of Consumer Reports, and the reporting of the status of Landlord-Tenant Records. While Defendant maintains that it has always acted in compliance with the law, the fact that the Settlement Agreement, once finally approved by this Court, and the Consent Injunctive Relief Order is entered, modifies Defendant’s conduct as to

the Rule 23(b)(2) Settlement Class as a whole makes it appropriate for certification under Rule 23(b)(2). Any individual claims that Rule 23(b)(2) Settlement 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 Rule 23(b)(2) Settlement 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 ante as of September 8, 2022.

5. **RULE 23(b)(3) SETTLEMENT CLASS** — Pursuant to Fed. R. Civ.

P. 23(b)(3), the Litigation is hereby preliminarily certified, for settlement purposes only, as a class action on behalf of the following Rule 23(b)(3) Settlement Class:

(i) all individuals about whom TURSS reported a Criminal Record to a third party between November 7, 2016 and January 1, 2022 when TURSS had in its possession information about the age of the offender in the record where such age information indicated that the offender was older than the subject of the report based on the subject of the report's date of birth at the time of the report;

(ii) all individuals about whom TURSS reported a Criminal Record to a third party between May 14, 2019 and January 1, 2022, where at least one of the Criminal Records included in the report were derived from any jurisdiction in California, Florida, Texas, or Utah and did not contain a date of birth, Social Security Number, or street address associated with the criminal record;

(iii) all individuals about whom TURSS reported a Landlord-Tenant Record to a third party between May 14, 2019 and January 1, 2022 from any jurisdiction in Virginia or Pennsylvania but where subsequent review of public records by Class Counsel show that TURSS did not report a satisfaction, appeal, vacatur, dismissal, withdrawal, or other favorable disposition of such record that was recorded in the jurisdiction's public docket at least sixty (60) days prior to the date of the TURSS report containing such Landlord-Tenant Record;

(iv) all individuals from whom TURSS has a record of receiving a dispute between May 14, 2019 and January 1, 2022 related to TURSS's reporting of a Landlord-Tenant Record that TURSS categorized as "action date dispute," "case type/outcome dispute," "judgment amount dispute," or "other," and where the resolution was categorized as "data modified," "data removed," "data suppressed," or "no record available"; and,

(v) all individuals from whom TURSS has a record of receiving a dispute between May 14, 2021 and January 1, 2022 related to TURSS's reporting of a Criminal Record that TURSS categorized as "record does not match," and where the resolution was categorized as "data suppressed."

6. The Parties currently estimate that there are approximately 90,000 members of the Rule 23(b)(3) Settlement Class (“Rule 23(b)(3) Settlement Class Members”). The exact number of Rule 23(b)(3) Settlement Class Members will be determined through the preparation of the Class List, as described in the Settlement Agreement.

7. **PRELIMINARY CERTIFICATION OF RULE 23(b)(3) SETTLEMENT CLASS** — The Court preliminarily finds that the Litigation and Rule 23(b)(3) Settlement Class satisfy the applicable prerequisites for class action treatment under Fed. R. Civ. P. 23. Namely, the Court preliminarily finds that:

- A. The Rule 23(b)(3) Settlement 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 Rule 23(b)(3) Settlement Class Members, which predominate over any individual questions;
- C. The claims of the Plaintiffs are typical of the claims of the Rule 23(b)(3) Settlement Class Members;
- D. The Plaintiffs and Class Counsel have fairly and adequately represented and protected the interests of all of the Rule 23(b)(3) Settlement Class Members; and
- E. The Court finds that as to this Rule 23(b)(3) Settlement 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 Rule 23(b)(3) Settlement 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 ante as of September 8, 2022.

9. **CLASS REPRESENTATIVE APPOINTMENT** — Pursuant to Fed. R. Civ. P. 23, the Court preliminarily certifies Plaintiffs William Hall, Jr., Chris Robinson, Jennifer Brown, Patricia McIntyre, Kaila Hector, William Aird, and Ramona Bellucia, as the class representatives for the Rule 23(b)(2) Settlement Class. The Court further preliminarily certifies Plaintiffs William Hall, Jr., Chris Robinson, Jennifer Brown, Patricia McIntyre, Kaila Hector, William Aird, and Ramona Bellucia as the class representatives for the Rule 23(b)(3) Settlement Class. The Court finds that the Plaintiffs have no interests that are adverse or antagonistic to the interests of the Rule 23(b)(2) Settlement Class or the Rule 23(b)(3) Settlement Class. Both the Plaintiffs and the Rule 23(b)(2) Settlement Class Members share the

common interest of obtaining certain rights and benefits concomitant with Defendant's practices concerning the matching of Criminal Records to the subject of the Consumer Report, and the reporting of the statuses of Landlord-Tenant Records. Each Rule 23(b)(3) Settlement Class Member will benefit from the Settlement Fund, from which payments of any Court-approved attorneys' fees, costs and the Settlement Administrator's expenses. The proposed settlement also preserves the right of Rule 23(b)(3) Settlement Class Members to opt out of the monetary relief settlement and preserves the right of all Rule 23(b)(2) Settlement Class Members to bring individual suits for actual damages or punitive damages if they wish.

10. **CLASS COUNSEL APPOINTMENT** — Having considered the work Class Counsel has done in identifying and investigating potential claims in this Litigation, counsel's experience in handling class actions, other complex litigation, and claims of the type asserted in this Litigation, counsel's knowledge of the applicable law, and the resources counsel will commit to representing the classes, the following attorneys are designated Class Counsel under Rule 23(g)(1): E. Michelle Drake and Joseph C. Hashmall of Berger Montague PC , Leonard Bennett, Craig Marchiando of Consumer Litigation Associates, P.C., Kristi Kelly and Andrew Guzzo of Kelly Guzzo PLC, , James Francis, John Soumilas, Lauren KW Brennan of Francis Mailman Soumilas P.C., and Robert C. Khayat, Jr, of Khayat Law Firm.

11. **THIRD-PARTY SETTLEMENT ADMINISTRATOR** — The Parties have proposed JND Legal Administration as the Settlement Administrator

for the Rule 23(b)(2) and Rule 23(b)(3) 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 JND Legal Administration as the Settlement Administrator, to assist and provide professional guidance in the implementation of the Notice Plans and other aspects of the settlement administration. JND Legal Administration 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 Notice Plans proposed in the Settlement Agreement and the notices of class action settlement, attached as Exhibits E-H 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 to

reach a significant number of class members and is otherwise proper under Rule 23(e)(1).

Based on the foregoing, the Court hereby approves the Notice Plans developed by the Parties and the Settlement Administrator and directs that they be implemented according to the Settlement Agreement and the Notice Plans attached as exhibits thereto. The Court finds that the Notice Plans constitute reasonable notice under Rule 23(e)(1) and satisfies due process. The cost of the notice plans shall be paid according to the terms of the Settlement Agreement.

13. **EXCLUSIONS FROM RULE 23(b)(3) SETTLEMENT CLASS AND OBJECTIONS TO THE RULE 23(b)(3) SETTLEMENT** — As soon as practicable but no later than seven (7) days from the entry of the Order Scheduling Final Fairness Hearing, the Settlement Administrator will send the notice to each Rule 23(b)(3) Settlement Class Member identified on the Class List pursuant to the terms of the Settlement Agreement. No later than three (3) days before the Final Fairness Hearing in this Litigation, the Settlement Administrator will file proof of the distribution of Notice with the Court.

A. Any proposed Rule 23(b)(3) Settlement Class Member who desires to be excluded from the Rule 23(b)(3) Settlement Class must send a written request for exclusion to the Settlement Administrator with a postmark date no later than ninety-three (93) days from the entry of the Order Scheduling Final Fairness Hearing. Any proposed Rule 23(b)(3) Settlement Class Member who submits a valid and timely request for exclusion shall not be bound by the terms of the Settlement

Agreement. To be valid, the proposed Rule 23(b)(3) Settlement Class Member's opt-out request must contain the proposed Rule 23(b)(3) Settlement Class Member's name, original signature, current postal address, and current telephone number, and a statement that the Settlement Class Member wants to be excluded from the Rule 23(b)(3) Settlement Class by the Rule 23(b)(3) Opt-Out & Objection Deadline. An opt-out request must not purport to opt out of the Rule 23(b)(3) Settlement 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 in are invalid.

- B. Any Rule 23(b)(3) Settlement Class Member who does not opt out who wishes to object to the Rule 23(b)(3) Settlement may do so by sending the objection to the Settlement Administrator, postmarked no later than ninety-three (93) days from the entry of the Order Scheduling Final Fairness Hearing.
- C. Any objection must include all of the following:
  - i. The caption of the Litigation;
  - ii. The objecting Rule 23(b)(3) Settlement Class Member's name, address, and telephone number; and
  - iii. A written statement detailing the specific basis for each objection, signed by the Settlement Class Member.
- D. An objection submitted through an attorney must contain in addition:

- i. The identity, mailing address, email address, fax number, phone number for the counsel by whom the Rule 23(b)(3) Settlement Class Member is represented;
- ii. A statement of whether the objecting Rule 23(b)(3) Settlement 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 Rule 23(b)(3) Settlement Class Member wishes to bring to the Court's attention and any evidence the objecting Rule 23(b)(3) Settlement Class Member wishes to introduce in support of the objection.

E. TURSS or any Plaintiff 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 Rule 23(b)(3) Settlement 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 Rule 23(b)(3) 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 awards to the Named Plaintiffs.

H. Rule 23(b)(3) Settlement Class members who submit exclusions may not object to the Settlement.

14. **OBJECTIONS TO THE RULE 23(B)(2) SETTLEMENT** — Any individual Rule 23(b)(2) Settlement 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 ninety-three (93) days from entry of the Order Scheduling Final Fairness Hearing. Objections may only be made by an individual Rule 23(b)(3) Settlement Class Member on his or her 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. The caption of the Litigation;
- ii. The objector's name, address, and telephone number; and
- iii. A written statement detailing the specific basis for each objection.

B. An objection submitted through an attorney must contain in addition:

- i. The identity, mailing address, email address, fax number, phone number for the counsel by whom the Rule 23(b)(2) Settlement Class Member is represented;
- ii. A statement of whether the objecting Rule 23(b)(2) Settlement 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 Rule 23(b)(2) Settlement Class Member wishes to bring to the Court's attention and any evidence the objecting Rule 23(b)(2) Settlement Class Member wishes to introduce in support of the objection.

C. TURSS or any Plaintiff may respond to an objection.

D. Any objector to the Rule 23(b)(2) 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 Litigation, 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' cases; 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; and the limited amount of any potential total recovery for Settlement Class Members if the Litigation continued.

16. **FINAL APPROVAL** — The Court shall conduct a hearing (hereinafter referred to as the "Final Fairness Hearing") 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 Litigation with prejudice, terminating all lawsuits coordinated or consolidated within the above-captioned proceedings, and releasing the Rule 23(b)(2) Released Claims and Rule 23(b)(3) Released Claims against the Released Parties; and
- D. To discuss and review other issues as the Court deems appropriate.

17. The date for such hearing will be at least 114 days from the date of the entry of the Order Scheduling Final Fairness Hearing, with such Order to be requested for entry by the Parties after the Rule 23(b)(3) Class List is agreed upon.

18. 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.

19. Applications for attorneys' fees and reimbursement of costs and expenses by Class Counsel shall be filed with the Court no later than thirty (30) days prior to the Objections Deadlines for both Settlement Classes. 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.

20. The Court may (i) approve the Settlement Agreement, with modifications to the Settlement Agreement that alter in any way the Parties' rights or duties as may be agreed to by the Parties, without further notice; and (ii) adjourn the final approval 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. The Court retains exclusive jurisdiction over the Litigation to consider all further matters arising out of or in connection with the proposed Settlement.

21. The Court retains continuing and exclusive jurisdiction over the Litigation 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. J.P. BOULEE  
UNITED STATES DISTRICT JUDGE