

Exhibit B

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

CHERYL COVINGTON, on behalf of
herself and all others similarly situated,

Plaintiff,

v.

GIFTED NURSES, LLC d/b/a
GIFTED HEALTHCARE,

Defendant.

Case No. 1:22-cv-04000-VMC

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

TO ALL PARTIES AND THEIR COUNSEL OF RECORD:

Plaintiff Cheryl Covington respectfully moves this Court for an Order (1) preliminarily approving the parties' Settlement Agreement in resolution of this action; (2) approving the Notice Plan and authorizing dissemination of the Notices to the Class; (3) preliminarily certifying the Class for settlement purposes; (4) scheduling a Fairness Hearing; and (5) entering the accompanying Order Preliminarily Approving Class Settlement.

This Motion is made pursuant to Federal Rule of Civil Procedure 23(e) and is based on the accompanying Memorandum of Law and authorities cited therein, the Declaration of Lynn A. Toops and exhibits attached thereto (including the Settlement Agreement, attached as **Exhibit A**), and all files, records, and

proceedings in this matter. Defendant does not oppose the motion as parties to the Settlement.

Dated: February 23, 2024

Respectfully submitted,

/s/ Joseph B. Alonso

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CERTIFICATE OF FONT TYPE, SIZE AND SERVICE

This is to certify that on February 23, 2024 that I prepared **Plaintiff's Unopposed Motion For Preliminary Approval Of Class Settlement** in Time New Roman, 14 point type in accordance with L.R. 5.1(C), and that I electronically filed the document with the Clerk of Court using the CM/ECF system, which sent notification of such filing to all counsel of record.

/s/ Joseph B. Alonso

Joseph B. Alonso

Georgia Bar No. 013627

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Case No. 1:22-cv-04000-VMC

**PLAINTIFF'S MEMORANDUM
OF LAW IN SUPPORT OF
UNOPPOSED MOTION FOR
PRELIMINARY APPROVAL OF
CLASS SETTLEMENT**

INTRODUCTION

Plaintiff, Cheryl Covington, moves the Court under Federal Rule of Civil Procedure 23(e) to preliminarily approve the class action settlement with Defendant Gifted Nurses, LLC d/b/a Gifted Healthcare. In August 2022, cybercriminals bypassed Defendant's cybersecurity and accessed the personally identifying information and other sensitive, non-public financial information (collectively, "Personal Information")¹ belonging to approximately 13,770 employees and applicants.

¹ Capitalized terms not otherwise defined in this Motion shall have the meaning ascribed to them in the Settlement Agreement.

To address that harm, Ms. Covington asserted causes of action sounding in negligence, negligence *per se*, breach of express and implied contractual duties, unjust enrichment, and invasion of privacy, alleging the company violated its duty to protect her Personal Information. Defendant contested Ms. Covington's claims from the start, denying liability and filing a motion to dismiss pursuant to Rules 12(b)(1) and 12(b)(6). Dkt. 25. On July 19, 2023, this Court granted in part and denied in part Defendant's motion, and directed Plaintiff to file an amended complaint, Dkt. 33, which she did on August 2, 2023. Dkt. 34. Thus, only Plaintiff's invasion of privacy claim did not survive. *See* Dkt. 33. Although Ms. Covington believed her claims would survive all subsequent challenges, including through class certification and summary judgment, discovery revealed risks for both parties in litigating Plaintiff's claims. Recognizing those risks, the parties agreed to mediate the case with Mr. Bennett Picker, who brokered a framework for settling, one the parties refined to the Settlement Agreement.

If approved, the settlement will deliver five possible benefits to the class. *First*, it guarantees Settlement Class members Identity Theft Protection Services for three years at no cost with \$1 million in fraud insurance, reducing their risk for identity theft and fraud. *Second*, class members can claim losses they suffered from the breach, including Lost Time, Ordinary Losses, and Extraordinary Losses. *Third*, Defendant has affirmed it improved its cybersecurity following its breach,

implementing systems meant to safeguard class members' PII. *Fourth*, Class Members can forego submitting a claim for losses incurred and instead submit a claim for an Alternative Cash Payment of \$50 per person. And *fifth*, defendant will pay the costs to administer the settlement, the class's attorney fees and costs, and plaintiff's service awards—all without reducing the benefits to the class. In other words, the Class will receive the settlement's benefits no matter how the Court rules on Plaintiff's forthcoming petition for fees and expenses.

As a result, the Court should preliminarily approve this settlement. Indeed, the Court should presume the settlement is "approvable" because the parties negotiated it at "arm's length" after discovery. In approving the settlement, the Court should certify the Class for settlement purposes, should appoint Ms. Covington as Class Representative, appoint Plaintiff's counsel as Class Counsel, order that notice of the settlement be issued to Class Members, stay the case pending approval, and schedule a final approval hearing.

SETTLEMENT OUTLINE

The Settlement Agreement specifies how to implement the parties' settlement from start to finish, including how to define the Settlement Class, the benefits they will receive, how to handle claims, and how Plaintiff may petition for fees and service awards.

A. Class Definition

The Settlement Agreement defines the Settlement Class as “13,770 individuals whose Personal Information was potentially compromised as a result of the Data Incident,” Settlement Agreement, Key Terms, which is defined as the incident from approximately August 25, 2021, to December 10, 2021, during which an unauthorized third party gained access to Defendant’s employee email account systems, potentially implicating personally identifiable information (“PII”) belonging to Plaintiff and members of the proposed Class, *id.*

B. Settlement Benefits

The settlement secures five benefits for the class, remediating and mitigating the harms defendant’s data breach has caused and will continue to cause.

First, Settlement Class members will receive credit monitoring at no cost if they elect to enroll. *Id.* § 4.1. The monitoring will last for three years under three bureaus, adding “identity theft protection services” as a service. *Id.* Those services will come with fraud insurance, covering up to \$1 million in losses for members who enroll. *Id.* What’s more, defendant will offer these services without reducing any other benefits to the Settlement Class, including claims to reimburse losses. *Id.*

Second, the settlement offers Settlement Class members a chance to claim losses from the breach, including Ordinary and Extraordinary losses. *Id.* § 4.3–4.4. For Ordinary losses, Class Members may claim up to \$400 for losses resulting from

the breach, including identity theft, fraud, and costs spent mitigating those risks. *Id.* They can also claim “lost time” dealing with the breach at \$20/hour for up to 4 hours. *Id.* For Extraordinary losses, Class Members may claim up to \$4,000 for losses resulting from the breach, including identity theft, fraud, and costs spent mitigating those risks. *Id.*

Third, Class Members can forego submitting a claim for losses incurred and instead submit a claim for an Alternative Cash Payment of \$50 per person, without the need to show or prove any actual loss. *Id.* § 4.5.

Fourth, defendant has confirmed it has improved its cybersecurity since its data breach, affirming that commitment in the Agreement with specific equitable relief. *Id.* § 4.6. And as with all other non-economic benefits, this relief will not reduce any other relief afforded to the class. *Id.* Altogether, these improvements will safeguard the PII defendant still possesses, including data belonging to Settlement Class members.

Finally, defendant will pay the cost to administer the settlement, including the Claims Administrator’s costs to notify the class and process claims. *Id.* § 7.3. And as with credit monitoring, this benefit will not reduce any other benefits afforded to the Settlement Class. *Id.*

C. Class Notice

To notify the Settlement Class, the settlement outlines how the Claims Administrator will collect Settlement Class member information and notify them about the settlement's terms. *Id.* § 7.2–7.3. The Claims Administrator will create a website where it will post all documents relating to this case and the settlement, including all claim forms needed to submit a claim online. *Id.* Under the Agreement, the website must allow class members to file claims “electronically” if they so choose. *Id.* § 5.1. The Claims Administrator will notify all Settlement Class members by email or mail of the settlement, its principle terms, and the deadlines for Class members to object or opt out. *Id.* at Exs. A–B.

D. Claims, Objections, Opt-Outs, and Termination

Under the Settlement Agreement, the parties agree the Kroll Administration will serve as the Claims Administrator to process all claims. *Id.* § 5.3. The Claims Administrator will process all claims, including by reviewing any documents a claimant attaches to support their claim. *Id.* § 5. If approved, Class Members will receive payments by check after the claims deadline. *Id.* § 5.5.

Settlement Class members may also object to the settlement by notifying the Claims Administrator within 30 days from the day the administrator notifies the Settlement Class about settlement. *Id.* § 7.5. To object, an objector need only state their contact information, identify the case name and number, establish themselves as a Settlement Class member, state why they are objecting, sign the objection, state

whether an attorney is representing them, and file all documents the objector wants the Court to consider. *Id.* The objector need not attend the approval hearing for the Court to consider their objection. *Id.*

And last, Settlement Class members may opt-out from receiving the settlement's benefits by notifying the Claims Administrator. *Id.* § 7.4. Those who opt out will not benefit from the Agreement and will preserve any claims they have against defendant following its data breach. *Id.* As with any objectors, members opting out must notify the administrator within 30 days from the day the administrator notifies the class about settlement. *Id.*

The parties conditioned their settlement on this Court's approval. *Id.* § 7.

E. Release

To receive the settlement's benefits, plaintiff agrees to release defendant from the class action claims. *Id.* § 6. The parties tailored the release to affect only those claims related to defendant's data breach. *Id.*

F. Attorneys' Fees

The parties did not discuss or negotiate the fee or service award until they agreed on the terms benefiting the class. Joint Dec. ¶ 4. As a result, the parties avoided conflict with the Settlement Class's interests, thus fulfilling their responsibilities to the Settlement Class first.

Defendant has agreed to pay plaintiff's attorney fees up to \$350,000.00. *Id.* And as with the settlement's provisions for credit monitoring and settlement administration, these payments will not diminish the benefits to the Class, meaning the Class will receive its benefits no matter how the Court decides Plaintiff's fee petition.

G. Separate Agreement by Plaintiff

Similarly, after the settlement agreement was negotiated, Plaintiff and Defendant negotiated a separate broader general release in exchange for a payment of \$2,500 from Defendant for that broader release. Joint Declaration in Support of Unopposed Motion for Preliminary Approval of Class Settlement ("Decl.") at Ex. D. The separate payment compensates Plaintiff for releasing Defendant from all non-Class claims and gives Defendant full peace that Plaintiff will not sue Defendant for other claims. Plaintiff is disclosing this separate agreement out of an abundance of caution pursuant to Rule 23(e)(3), but such separate payments do not require approval. *See, e.g., Abercrombie v. TD Bank, N.A.*, No. 21-61376-CV, 2022 WL 18779705, at *6 (S.D. Fla. Dec. 9, 2022) ("if the consideration for the general release between Plaintiff and Defendant is, indeed, different than the consideration for the Settlement between the Settlement Class Members and Defendant, then Plaintiff and Defendant would be free to contract outside of this Action"); *Boyd v. Pepperidge Farm, Inc.*, No. 8:20-cv-780-T-35-JSS (Doc. 50), 2021 WL 2474433 at *2 (M.D.

Fla. Apr. 30, 2021); *Tweedie v. Waste Pro of Fla., Inc.*, No. 8:19-cv-1827-AEP, 2021 WL 5843111 at *11 (M.D. Fla. Dec. 9, 2021) (the general release payment to Tweedie is “separate and apart from the Settlement Fund so as not to reduce distributions to class members”); *Baja v. Costco Wholesale Corp.*, 21-61210-CIV, (Doc. 79, pp. 2-3; Doc. 79-2); *Broughton v. Payroll Made Easy, Inc.*, 2021 WL 3169135 at *4 (M.D. Fla.) (approving payment to named plaintiff in exchange for a general release); *Dozier v. DBI Servs. LLC*, 2021 WL 6061742 at *9 (M.D. Fla.) (same).

ARGUMENT

Rule 23(e) of the Federal Rules of Civil Procedure requires judicial approval of any settlement agreement that will bind absent class members. This involves a two-step process. MANUAL FOR COMPLEX LITIGATION § 30.41, at 236 (3d ed. 1995). First, counsel submit the proposed settlement terms to the court, and the court makes a preliminary fairness evaluation. *Id.* Second, following preliminary approval, class members are provided notice of a fairness hearing, at which time arguments and evidence may be presented in support of, or opposition to, the settlement. *Id.*

At the preliminary approval stage, the court must determine whether it “will likely be able to: (i) approve the proposal under Rule 23(e)(2); and (ii) certify the class for purposes of judgment on the proposal.” Fed. R. Civ. P. 23(e)(1)(B). Rule

23(e)(2), in turn, specifies the following factors the court should consider at the final approval stage in determining whether a settlement is “fair, reasonable, and adequate”:

1. the class representatives and class counsel have adequately represented the class;
2. the proposal was negotiated at arm’s length;
3. the relief provided for the class is adequate, taking into account:
 - a. the costs, risks, and delay of trial and appeal;
 - b. the effectiveness of any proposed method of distributing relief to the class;
 - c. the terms of any proposed award of attorney’s fees; and
 - d. any agreement required to be identified under Rule 23(e)(3);
and
4. the proposal treats class members equitably relative to each other.

Fed. R. Civ. P. 23(e)(2). The stated goal of this amendment is to “focus the court ... on the core concerns of procedure and substance that should guide the decision whether to approve the proposal.” Fed. R. Civ. P. 23(e) advisory cmte note (2018).

The ultimate decision whether to approve a proposed class action settlement is “committed to the sound discretion of the district court.” *In re U.S. Oil & Gas Litig.*, 967 F.2d 489, 493 (11th Cir. 1992). However, in exercising this discretion, courts are mindful of the “strong judicial policy favoring settlement,” as well as “the realization that compromise is the essence of settlement.” *Bennett v. Behring Corp.*, 737 F.2d 982, 986 (11th Cir. 1984). “Settlements conserve judicial resources by avoiding the expense of a complicated and protracted litigation process and are highly favored by the law.” *Motorsports Merchandise Antitrust Litig.*, 112 F. Supp.

2d 1329, 1333 (N.D. Ga. 2000). The Court has broad discretion in approving a settlement. *Id.*

A. The Court Should Preliminarily Approve the Settlement

Before the Court can direct notice to the class, a plaintiff must “show[] that the court will likely be able to . . . approve the proposal under Rule 23(e)(2)[.]” Fed. R. Civ. P. 23(e)(1)(B). Approval under Rule 23(e)(2) requires that the settlement be fair, reasonable, and adequate, taking into consideration the following factors: (1) whether “the class representatives and class counsel have adequately represented the class”; (2) whether the settlement “was negotiated at arm’s length”; (3) whether “the relief provided for the class is adequate”; and (4) whether the settlement “treats class members equitably relative to each other.” Fed. R. Civ. P. 23(e)(2)(A)-(D).

There is, not surprisingly, overlap between the 2018 amendment’s fairness, reasonableness, and adequacy considerations and the two standards district courts typically use within the Eleventh Circuit when determining whether to “preliminarily approve” a settlement and authorize notice. Some courts find that preliminary approval is appropriate “where the proposed settlement is the result of the parties’ good faith negotiations, there are no obvious deficiencies and the settlement falls within the range of reason.” *In re Checking Account Overdraft Litig.*, 275 F.R.D. 654, 661 (S.D. Fla. 2011). Other courts consider the Eleventh Circuit’s

multi-factor test customarily used to assess whether final approval is warranted.

Those factors, known as the *Bennett* factors, are:

(1) the likelihood of success at trial; (2) the range of possible recoveries; (3) the point on or below the range of possible recoveries at which a settlement is fair, adequate and reasonable; (4) the complexity, expense and duration of litigation; (5) the substance and degree of opposition to the settlement; and (6) the stage of the proceedings at which the settlement was achieved.

Columbus Drywall & Insulation, Inc. v. Masco Corp., 258 F.R.D. 545, 558–59 (N.D. Ga. 2007) (quoting *Bennett*, 737 F.2d at 986).

Rule 23(e)(2), however, establishes a uniform set of core approval factors that the Advisory Committee Note states “should always matter to the [court’s] decision” whether to approve the proposal. Fed. R. Civ. P. 23(e)(2), advisory cmte note (2018). Plaintiffs, therefore, will predominantly address the amended Rule 23(e) factors and briefly discuss the *Bennett* factors, which will also be fully addressed in their motion for final approval of the Settlement.

i. The Court should presume the Settlement is reasonable because the parties negotiated it in good faith at arm’s length

“Settlement negotiations that involve arm’s length, informed bargaining with the aid of experienced counsel support a preliminary finding of fairness.” *See, e.g., In re Checking Acct. Overdraft Litigation*, 275 F.R.D. 654, 661 (S.D. Fla. 2011).

The Settlement was negotiated at arm’s length, without collusion, and with the assistance of a well-respected mediator. Decl. ¶ 3. As part of the mediation

process, the parties exchanged informal discovery pursuant to Rule 408, and exchanged and provided to the mediator comprehensive memoranda outlining the strengths and weaknesses of their claims and defenses. Decl. ¶ 3. Class Counsel's attorneys' fees, costs, and expenses, were not discussed until after the parties agreed on all other material terms of the Settlement. Decl. ¶ 4. This factor weighs in favor of granting preliminary approval under Rule 23(e)(2)(B).

ii. The Class was adequately represented

Class Counsel have extensive experience litigating complex and class actions and have demonstrated particular success in litigating data security breach class actions on behalf of consumers. Decl. ¶ 1. Class Counsel have aggressively litigated this action and had adequate information to negotiate this Settlement. Decl. ¶ 2.

The Class Representative has demonstrated her adequacy in selecting well-qualified Class Counsel, monitoring the litigation, and participating in the mediation process. Decl. ¶ 4. “The Eleventh Circuit applies a two-prong test for adequacy: ‘(1) whether any substantial conflicts of interest exist between the representatives and the class; and (2) whether the representatives will adequately prosecute the action.’” *Pizarro v. Home Depot, Inc.*, 2020 WL 6939810, at *10 (N.D. Ga. Sept. 21, 2020) (quoting *Valley Drug Co. v. Geneva Pharms., Inc.*, 350 F.3d 1181, 1189 (11th Cir. 2003)). Both of these prongs are met. Plaintiff is not aware of any conflicts of interest with other Class Members, and she has participated in the action. This is sufficient

to demonstrate adequacy. Thus, this factor under Rule 23(e)(2)(A) weighs in favor of granting preliminary approval.

iii. The Settlement is fair, adequate, and reasonable

The Settlement provides a strong recovery for the Class in light of the novel risks posed by continued litigation. Class Members are eligible for substantial cash benefits for both actual losses (up to \$80 lost time, plus \$400 ordinary losses, plus \$4,000 extraordinary losses) or for an alternative cash payment of \$50 without any showing of harm whatsoever. Defendant is also required to adopt and/or maintain security measures to protect the sensitive data it continues to store and collect. These benefits compare favorably with settlements approved in similar data breach cases. *See, e.g., Mowery v. Saint Francis Healthcare Sys.*, No. 1:20-cv-00013-SPC (E.D. Mo. Dec. 22, 2020) (data breach settlement providing up to \$280 in value to Settlement Class Members in the form of: reimbursement up to \$180 of out-of-pocket expenses and time spent dealing with the data breach; credit monitoring services valued at \$100; and equitable relief in the form of data security enhancements); *Baksh v. IvyRehab Network, Inc.*, No. 7:20-cv-01845 (S.D.N.Y. Jan. 27, 2021) (providing up to \$75 per class member out-of-pocket expenses incurred related to the data breach and \$20 reimbursement for lost time, with payments capped at \$75,000 in aggregate; credit monitoring for claimants; and equitable relief in the form of data security enhancements); *Rutledge v. Saint Francis*

Healthcare Sys., No. 1:20-cv-00013-SPC (E.D. Mo.) (data breach settlement providing up to \$280 in value to Settlement Class Members in the form of: reimbursement up to \$180 of out-of-pocket expenses and time spent dealing with the data breach; credit monitoring services valued at \$100; and equitable relief in the form of data security enhancements); *Chacon, et al. v. Nebraska Medicine*, No. 8:21-cv-00070 (D. Neb.) (data breach settlement providing up to \$300 in ordinary expense reimbursements; up to \$3,000 in extraordinary expense reimbursements; credit monitoring services; and equitable relief in the form of data security enhancements). Thus, the benefits here, which are substantially more than similar cases, are well within the range of approval.

1. Risks, Costs, and Delay of Continued Litigation

The trial court weighs the first *Bennett* factor, the likelihood of success at trial, “against the amount and form of relief contained in the settlement.” *Saccoccio v. JP Morgan Chase Bank, N.A.*, 297 F.R.D. 683, 692 (S.D. Fla. 2014). This factor weighs in favor of approval where “success at trial is not certain for Plaintiff[s].” *Burrows v. Purchasing Power, LLC*, No. 1:12-CV- 22800, 2013 WL 10167232, at *6 (S.D. Fla. Oct. 7, 2013). Although Plaintiffs are confident about their case, the risks involved cannot be disregarded.

Class certification is always challenging. Even assuming a class is certified, Plaintiffs risk losing on summary judgment, at trial, or on appeal. *See generally In*

re Motorsports, 112 F. Supp. 2d at 1334 (“[T]he trial process is always fraught with uncertainty.”). The proposed settlement avoids these uncertainties and provides the class with meaningful and certain relief. *See Henderson*, 2020 WL 9848975, at *6 (“The guaranteed recovery under the settlement outweighs the possibility of any future relief after such continued and lengthy litigation.”); *In re the Home Depot, Inc., Customer Data Sec. Breach Litig.*, 2016 WL 6902351, at *6 (“[I]t is unclear whether future recovery at trial could achieve more than the relief made available in the Settlement. The early settlement of this case benefits the Settlement Class and weighs strongly in favor of final approval.”); *Bennett v. Behring Corp.*, 76 F.R.D. 343, 349-50 (S.D. Fla. 1982) (stating that it would have been “unwise [for plaintiffs] to risk the substantial benefits which the settlement confers ... to the vagaries of a trial”), *aff’d*, 737 F.2d 982 (11th Cir. 1984).

2. The Method of Distributing Benefits will be Equitable and Effective

As discussed above, Class Members are eligible for all of the benefits for which they qualify and there is no cap on the overall amount. The task of validating claims will be delegated to the Settlement Administrator, a neutral party which has significant experience processing these claims in similar cases. Decl. ¶ 3. No Class Member will receive different treatment or a category of relief that is unavailable to other Class Members. The 180 day claim period will be sufficiently long to enable

all eligible Class Members to collect any necessary information before submitting their claims. For these reasons, the plan of distribution is both equitable and effective.

3. The Proposed Attorneys' Fees are Reasonable

Class Counsel will request no more than \$350,000 in attorneys' fees, which Defendant has agreed to pay, subject to Court approval. The Court can analyze this fee request using a "constructive common fund" approach by dividing the requested fee (\$350,000) by the total monetary amount Defendant has agreed to make available (the fee plus up to \$688,500 in alternative cash payments alone, and significantly more in ordinary and extraordinary loss payments, plus administration costs, and injunctive relief). Under this approach, Class Counsel's fee request is one-third of just the alternative cash payment alone or a very small percentage of the maximum available to be paid for ordinary and extraordinary losses. This request is well within the typical range in the Eleventh Circuit and elsewhere, and poses no impediment to preliminary approval. *See, e.g., Camden I Condominium Ass'n, Inc. v. Dunkle*, 946 F.2d 768 (11th Cir. 1991); *Wolff v. Cash 4 Titles*, No. 03-22778-CIV, 2012 WL 5290155, at *5-6 (S.D. Fla. Sept. 26, 2012) ("The average percentage award in the Eleventh Circuit mirrors that of awards nationwide—roughly one-third"); *George v. Acad. Mortg. Corp. (UT)*, Civil Action No. 1:16-cv-00471-CAP, 2019 WL 1324023, at *17 (N.D. Ga. Mar. 20, 2019); Eisenberg, *Attorneys' Fees in Class Actions: 2009-*

2013, 92 N.Y.U. LAW REV. 937, 951 (2017) (empirical study showing the median award in 11th Circuit is 33 percent).

Having satisfied Rule 23(e), this Court should preliminarily approve the Settlement.

B. The Court Should Certify the Class for Settlement Purposes

When a settlement is reached before certification, a court must determine whether to certify the settlement class. *See, e.g.*, Manual for Complex Litigation §21.632 (4th ed. 2014); *Amchem Products, Inc. v. Windsor*, 521 U.S. 591, 613-14 (1997). Amended Rule 23(e) states that before authorizing notice, a Court should determine that it “will likely be able to ... certify the class for purposes of judgment on the proposal.” Fed. R. Civ. P. 23(e)(1)(B).

Certification of a settlement class is proper when the requirements of Rule 23(a) and at least one subsection of Rule 23(b) are satisfied. *See, e.g.*, *Columbus Drywall & Insulation, Inc. v. Masco Corp.*, 258 F.R.D. 545, 553 (N.D. Ga. 2007).

Under Rule 23(a), the Court can certify a class when it is so “numerous that joinder is impracticable,” the class shares questions of law or fact, the representatives’ claims are “typical,” and the representative with “fairly and adequately protect” the class’s interests. *See* Fed. R. Civ. P. 23(a). And a plaintiff may maintain a class when “questions of law or fact common to class members predominate over any questions affecting only individual members, and that a class

action is superior to other available methods for fairly and efficiently adjudicating the controversy.” Fed. R. Civ. P. 23(b)(3).

The Court should certify this Settlement Class. Indeed, courts have certified similar classes in data breach cases – both for litigation purposes, *see In re Target Corp. Customer Data Sec. Breach Litig.*, 309 F.R.D. 482 (D. Minn. 2005), as well as for purposes of settlement, *see Home Depot* (N.D. Ga. Sept. 22, 2017).

i. The Class satisfies numerosity

The class satisfies Rule 23(a)(1) because it is “so numerous that joinder of all members is impractical.” The Class consists of over 13,000 Class Members, which is more than sufficient. *See, e.g., James D. Hinson Elec. Contracting Co., Inc. v. BellSouth Telecommunications, Inc.*, 275 F.R.D. 638, 642 (M.D. Fla. 2011) (the Eleventh Circuit’s general rule is that more than 40 class members satisfies numerosity).

ii. The Class satisfies commonality

Commonality exists because the class’s claims involve “questions of law or fact common to the class.” Fed. R. Civ. P. 23(a)(2). “[C]ommonality requires ‘that there be at least one issue whose resolution will affect all or a significant number of the putative class members,’” *Williams v. Mohawk Industries, Inc.*, 568 F.3d 1350, 1355 (11th Cir. 2009), and “is generally satisfied when a plaintiff alleges that defendants have engaged in a standardized course of conduct that affects all class

members.” *Terrill v. Electrolux Home Products, Inc.*, 295 F.R.D. 671, 685 (S.D. Ga. 2013), vacated and remanded on other grounds, *Brown v. Electrolux Home Prods.*, 817 F.3d 1225 (11th Cir. 2016). In this case, all Class Members assert that their Personal Information was inadequately secured by Defendant and thus accessed by unauthorized third-parties, resulting in the same type of personal harms and giving rise to the same legal claims. Proving their claims will thus involve numerous common questions of law and fact that will be resolved in the same way for all Class Members. The commonality requirement is met.

iii. Plaintiff and Class Counsel are adequate

In assessing the adequacy requirement, courts employ “a two-part test: (1) whether plaintiffs have interests antagonistic to the interests of other class members; and (2) whether the proposed class counsel has the necessary qualifications and experience to lead the litigation.” *Columbus Drywall*, 258 F.R.D. at 555. Plaintiffs do not have any interests antagonistic to other class members and have retained lawyers who are abundantly qualified and experienced. Decl. ¶ 1. The requirement is thus met.

iv. Plaintiff’s claims are typical

The typicality requirement primarily focuses on whether the named plaintiff’s claims “have the same essential characteristics” as claims of other Class Members. *See, e.g., Appleyard v. Wallace*, 754 F.2d 955, 958 (11th Cir. 1985). The requirement

is undemanding, *In re Disposable Contact Lens Antitrust Litig.*, 170 F.R.D. 524, 532 (M.D. Fla. 1996), requiring only some nexus between the named plaintiffs' claims and the common questions uniting the class, *see, e.g., Hines v. Widnall*, 334 F.3d 1253, 1256 (11th Cir. 2003). A sufficient nexus exists if the claims arise from the same pattern of conduct and there is a similarity of legal theories. *See, e.g., Williams*, 568 F.3d at 1357. Here, the claims of all class members arise out of the same alleged misconduct by Defendant and are based on the same legal theories. Thus, the typicality requirement is satisfied.

v. Class-wide issues predominate

Rule 23(b)(3) requires that “questions of law or fact common to class members predominate over any questions affecting only individual members.” “Common issues of fact and law predominate if they have a direct impact on every class member’s effort to establish liability and on every class member’s entitlement to injunctive and monetary relief.” *Carriuolo v. GM Co.*, 823 F.3d 977, 985 (11th Cir. 2016). Predominance does not require that all questions be common, but rather that “a significant aspect of the case . . . can be resolved for all members of the class in a single adjudication.” *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1022 (9th Cir. 1998).

The requirement is met here for purposes of settlement because the overwhelming majority of the issues of law and fact are common to all class

members. *See, e.g., Target*, 309 F.R.D. at 486–89. The only potentially individualized issue is damages, which does not defeat predominance. *Brown v. Electrolux Home Products, Inc.*, 817 F.3d 1225, 1239 (11th Cir. 2016) (“The ‘black letter rule’ recognized in every circuit is that ‘individual damage calculations generally do not defeat a finding that common issues predominate.’”).

vi. Class-wide resolution is superior

Rule 23(b)(3) also requires that class treatment is “superior to other available methods for fairly and efficiently adjudicating the controversy.” “The inquiry into whether the class action is the superior method for a particular case focuses on increased efficiency.” *Agan v. Katzman & Korr, P.A.*, 222 F.R.D. 692 (S.D. Fla. 2004). Manageability, the part of the superiority analysis that asks whether the case, if tried as a class action, would be manageable, is irrelevant for purposes of certifying a settlement class. *Amchem*, 521 U.S. at 620.

Litigating the claims of thousands of class members – which would require presentation of the same evidence and expert opinions many times over – would be inefficient. *See Terrill*, 295 F.R.D. at 697 (“A single, coordinated proceeding is superior to hundreds of discrete and disjointed suits addressing the same facts and legal issues.”). Because class treatment is superior to individual litigation, superiority is satisfied.

C. The Notice Plan Complies with Rule 23 and Due Process

Rule 23(e) provides that “notice of the proposed . . . compromise shall be given to all members of the class in such manner as the court directs.” Due process likewise requires that class members be given notice and an opportunity to be heard. *Phillips Petroleum Co. v. Shutts*, 472 U.S. 797, 812 (1985). The method and manner of notice process is “left to the discretion of the court subject only to the broad ‘reasonableness’ standards imposed by due process.” *Grunin v. Int’l House of Pancakes*, 513 F.2d 114, 121 (8th Cir. 1975), *cert. denied*, 423 U.S. 864 (1975). There is no single way in which the notice must be transmitted. However, mail notice is sufficient when the class members are known. 7B C. Wright & A. Miller, *Federal Practice and Procedure* §1797.6 at 200 (3rd ed. 2005).

The Court should approve the notice plan because it directs “notice in a reasonable manner” under Rule 23. If the court determines that it will “likely be able to” approve the settlement, it must “direct notice in a reasonable manner to all class members who would be bound” by the proposed settlement. Fed. R. Civ. P. 23. Class members are entitled to the “best notice that is practicable under the circumstances” of any proposed settlement before it is finally approved by the Court. *Id.* “The notice may be by one or more of the following: United States mail, electronic means, or other appropriate means.” *Id.* To comply with due process, notice must be “the best notice practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort.” *Amchem Prods. v.*

Windsor, 521 U.S. 591, 617 (1997). Notice must explain: (i) the action; (ii) how the class is defined; (iii) the class claims, issues, or defenses; (iv) that a class member appear through an attorney; (v) that the court will exclude from the class any member who requests it; (vi) the time and manner for requesting exclusion; and (vii) the binding effect that class judgment has on members. Fed. R. Civ. P. 23(c)(2)(B).

The Notice Plan satisfies the requirements of Due Process and Rule 23, and thus should be approved. *See, e.g., Grunin*, 513 F.2d at 121 (individualized mail notice sufficient when class members can be identified); *Holman v. Student Loan Xpress, Inc.*, No. 8:08-cv-305-T-23MAP, 2009 WL 4015573, at *6 (M.D. Fla. Nov. 19, 2009) (approving notice by first class mail to most recent known address); *Neuberg v. Shapiro*, 110 F. Supp. 2d 373, 377 (E.D. Pa. 2000) (same). The Class Members are identifiable through Defendant's records from prior breach notice.

CONCLUSION

For all these reasons, the Court should: (i) preliminarily approve the proposed settlement; (ii) approve the proposed form of notice; and (iii) schedule a fairness hearing to rule on final approval of the proposed settlement.

Dated: February 23, 2024

Respectfully submitted,

/s/ Joseph B. Alonso

Joseph B. Alonso

Georgia Bar No. 013627

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Counsel for Plaintiff and the Proposed Class

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

CHERYL COVINGTON, on behalf of
herself and all others similarly situated,

Plaintiff,

v.

GIFTED NURSES, LLC d/b/a
GIFTED HEALTHCARE,

Defendant.

Case No. 1:22-cv-04000-VMC

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

CERTIFICATE OF FONT TYPE, SIZE AND SERVICE

This is to certify that on February 23, 2024 that I prepared **Plaintiff's Memorandum in Support of Unopposed Motion For Preliminary Approval Of Class Settlement** in Time New Roman, 14 point type in accordance with L.R. 5.1(C), and that I electronically filed the document with the Clerk of Court using the CM/ECF system, which sent notification of such filing to all counsel of record.

/s/ Joseph B. Alonso

Joseph B. Alonso

Georgia Bar No. 013627

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

CHERYL COVINGTON, on behalf of
herself and all others similarly situated,

Plaintiff,

v.

GIFTED NURSES, LLC d/b/a
GIFTED HEALTHCARE,

Defendant.

Case No. 1:22-cv-04000-VMC

**JOINT DECLARATION IN
SUPPORT OF UNOPPOSED
MOTION FOR PRELIMINARY
APPROVAL OF CLASS
SETTLEMENT**

J. Gerard Stranch, IV; Samuel J. Strauss; and Lynn A. Toops, jointly declare:

1. We are counsel for Plaintiff in this litigation. Together, our firms have extensive experience in litigating complex and class actions and have demonstrated particular success in litigating data security breach class actions on behalf of consumers in courts across the country. Our respective firm resumes are attached to this Declaration as Exhibits B–D.

2. We have aggressively litigated this action and had adequate information to evaluate the case for purposes of negotiating a settlement.

3. The settlement was negotiated at arm’s length, without collusion, and with the assistance of a well-respected mediator, Bennett G. Picker, who has extensive experience mediating data breach class actions. As part of the mediation

process, the parties exchanged informal discovery pursuant to Rule 408, and exchanged and provided to the mediator comprehensive memoranda outlining the strengths and weaknesses of their claims and defenses. A copy of the Settlement is attached as Exhibit A.

4. Class Counsel's attorneys' fees, costs, and expenses, were not discussed until after the parties agreed on all other material terms of the Settlement. Likewise, a separate payment to the plaintiff for a general release was not discussed until after the settlement was reached. That separate agreement is attached as Exhibit E. The Class Representative has demonstrated her adequacy by selecting well-qualified counsel, monitoring the litigation, and participating in the mediation process.

5. In our experience, the benefits offered by this settlement compare favorably to settlements in similar cases, particularly in that the benefits are uncapped in the aggregate, the limits for ordinary and extraordinary losses are generous, and the availability of a \$50 alternative cash payment provides Class members with a unique choice to obtain a guaranteed payment amount without having to make any showing of loss. Thus, we believe the settlement is well within the range of approval.

I affirm, under the penalties for perjury, that the foregoing representations are true.

Dated: February 23, 2024

/s/J. Gerard Stranch, IV
J. Gerard Stranch, IV

/s/Samuel J. Strauss
Samuel J. Strauss

/s/Lynn A. Toops
Lynn A. Toops

EXHIBIT A

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

CHERYL COVINGTON,)
individually and on behalf of)
all others similarly situated,)

Plaintiff)

V.)

GIFTED NURSES, LLC d/b/a)
GIFTED HEALTHCARE)

Defendant)

Case No. 1:22-cv-04000-VMC

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

Court: United States District Court for the Northern District of Georgia, Atlanta Division
Defendant: Gifted Nurses, LLC d/b/a Gifted Healthcare
Plaintiff/Class Representative: Cheryl Covington
Class Counsel: Cohen & Malad, LLP; Stranch, Jennings & Garvey, PLLC; and Turke & Strauss, LLP
Settlement Administrator: Kroll Administration

Data Incident: The incident from approximately August 25, 2021, to December 10, 2021, during which an unauthorized third party gained access to Defendant’s employee email account systems, potentially implicating personally identifiable information (“PII”) belonging to Plaintiff and members of the proposed Class.

Settlement Class: 13,770 individuals whose Personal Information was potentially compromised as a result of the Data Incident.

Class Certification Rules: Federal Rules of Civil Procedure 23(a) and (b)(3)
Settlement Approval Rule: Federal Rule of Civil Procedure 23(e)

Identity Theft Protection Services Attributes: 3 bureau credit monitoring for 3 years, to include identity theft insurance of no less than \$1,000,000
Ordinary Loss Payments: Ordinary Losses as defined herein, incurred, up to \$400 maximum per Class Member
Lost Time Payments: \$20 per hour up to 4 hours per Class Member
Extraordinary Loss Payments: Extraordinary Losses as defined herein, incurred, up to \$4,000 maximum per Class Member
Alternative Cash Payment Amount: \$50 per Class Member

Costs of Preparing the Class List: To be paid by Defendant, in addition to all other benefits

Costs of Notice and Administration: To be paid by Defendant, in addition to all other benefits

Attorneys’ Fees Amount: \$350,000.00 to be paid by Defendant, in addition to all other benefits

Unless otherwise ordered by the Court, the following dates and deadlines apply to this agreement. All dates and deadlines will be calculated in conformity with Federal Rule of Civil Procedure 6(a).

<i>Event</i>	<i>Date/Deadline</i>
Date of Execution	First date on which this agreement has been signed by all parties, as indicated on the signature page
Deadline to Move for Preliminary Approval	7 days after the Date of Execution
Date of Preliminary Approval	The day on which the Court enters the Preliminary Approval Order
Deadline to Provide the Class List	7 days after Preliminary Approval Order
Deadline to Send Notice	30 days after Preliminary Approval Order
Deadline to File Motion for Fees, Expenses, and Service Awards	15 days before Deadline to Object
Deadline to Object	30 days after Deadline to Send Notice
Deadline to Opt-Out	30 days after Deadline to Send Notice
Deadline to Report Opt-Outs	10 days after Deadline to Opt-Out
Deadline to Terminate for Opt-Outs	3 days after Deadline to Report Opt-Outs
Deadline to File Motion for Final Approval	No later than 14 days before the Date of the Final Approval Hearing
Date of the Final Approval Hearing	To be set by the Court (Parties to Request a date approximately 120 days after Preliminary Approval Order)
Date of Final Approval	The day on which the Court enters the Final Approval Order
Effective Date	The 31st day after the Final Approval Order has been entered, provided no objections are made and no appeal is filed by that date. Otherwise, the first day on which all appeals have been dismissed or all rights to appeal have been exhausted and the Final Approval Order has not been reversed.
Deadline to Pay Fees, Expenses, and Service Award	7 days after the Effective Date
Deadline to Submit Claims	180 days after Preliminary Approval Order
Deadline to Process Claims	30 days after receipt of the Claim Form by the Settlement Administrator
Deadline to Cure Claim	30 days after notice of the deficiency is provided by the Settlement Administrator

Deadline to Pay Valid Claims	30 days after determining the claim is valid
Date Settlement Checks Expire	120 days after issuance

1. Recitals.

On October 4, 2022, the Class Representative filed a Class Action Complaint against Defendant in the Court, alleging that Defendant was liable for the Data Incident under claims for: (Count I) negligence; (Count II) negligence *per se*; (Count III) breach of express/implied contractual duty; (Count IV) unjust enrichment; and (Count V) invasion of privacy.

On November 10, 2022, Defendant filed a motion to dismiss; the Class Representative responded on December 22, 2022; and Defendant replied on January 5, 2023. On July 19, 2023, the Court granted in part and denied in part the motion to dismiss. The Court denied the motion to dismiss as to Counts I and II, granted the motion to dismiss as to Counts III and IV, with leave to amend, and granted the motion to dismiss with prejudice as to Count V. The Court ordered the Class Representative to file an amended complaint within 14 days.

On August 2, 2023, the Class Representative filed an Amended Class Action Complaint against Defendant in the Court, alleging that Defendant was liable for the Data Incident under claims for: (Count I) negligence; (Count II) negligence *per se*; (Count III) breach of implied contractual duty; (Count IV) breach of express contract; and (Count V) unjust enrichment.

On August 9, 2023, the parties participated in a mediation facilitated by mediator Bennett G. Picker, who has extensive experience mediating data breach class action settlements. At the mediation, the parties reached an agreement to resolve this litigation, subject to Court approval of the detailed terms of this final agreement.

2. Denial of Wrongdoing and Liability

Gifted Nursing denies each and all of the claims and contentions alleged against it in the Litigation and believes its defenses have merit. Gifted Nursing denies all charges of wrongdoing or liability as alleged, or which could be alleged, in the Litigation. Nonetheless, Gifted Nursing has concluded that further conduct of the Litigation would be protracted and expensive, and that it is desirable that the Litigation be fully and finally settled in the manner and upon the terms and conditions set forth in this Class Settlement Agreement. Gifted Nursing also has considered the

uncertainty and risks inherent in any litigation. Gifted Nursing has, therefore, determined it is desirable and beneficial that the Litigation be settled in the manner and upon the terms and conditions set forth in this Class Settlement Agreement.

3. Incorporation of Key Terms, Schedule, Recitals, and Exhibits.

This agreement expressly incorporates the preceding Key Terms Page, Schedule of Dates and Deadlines, Recitals, and the following exhibits, all of which are integral parts of this agreement:

Exhibit A – the “Summary Notice”

Exhibit B – the “Detailed Notice”

Exhibit C – the “Claim Form”

Exhibit D – the “Preliminary Approval Order”

Exhibit E – the “Final Approval Order”

4. Benefits to Class Members.

Defendant will provide the benefits listed in this section, which will be available, as applicable, to any person who does not submit a valid and timely request to be excluded as provided in the Detailed Notice (each such person, a “Class Member”). A Class Member may claim all of the benefits to which the Class Member has a valid claim, provided, however, that a Class Member will not receive any other benefit if the Class Member receives an Alternative Cash Payment. A Class Member may claim these benefits by submitting a completed Claim Form to the Settlement Administrator postmarked no later than the Deadline to Submit Claims or by submitting such a request by that deadline through the Settlement Website. All claims will be processed and validated as set forth in Section 4.

4.1. Defendant to Pay for Identity Theft Protection Services.

“Identity Theft Protection Services” means credit monitoring and identity theft protection services having the Identity Theft Protection Services Attributes listed on the Key Terms Page to provided by a vendor approved by Class Counsel. Defendant will pay to provide Identity Theft Protection Services to each Class Member

who submits a valid claim for Identity Theft Protection Services, at no cost to the Class Member.

4.2. Defendant to Pay Valid Claims for Lost Time.

“Lost Time” means time a Class Member spent dealing with the Data Incident, such as time spent freezing credit, checking statements, dealing with actual or suspected fraud, or other time spent by a Class Member that would not have been spent but for the Data Incident. Defendant will pay all valid claims for reimbursement for Lost Time in the amounts and limits set forth under Lost Time Payments on the Key Terms Page.

4.3. Defendant to Pay Valid Claims for Ordinary Losses.

“Ordinary Losses” means the following out-of-pocket expenses incurred by a Class Member and fairly traceable to the Data Incident: (i) bank fees, , cell phone charges (only if charged by the minute), data charges (only if charged based on the amount of data used), miscellaneous qualified expenses subject to explanation, such as postage, notary, copying, mileage, and/or gasoline for local travel; and (ii) fees for credit reports, credit monitoring, and/or other identity theft insurance product purchased between the date of the Data Incident and the Deadline to Submit Claims. Defendant will pay all valid claims for reimbursement of Ordinary Losses in the amounts and limits set forth under Ordinary Loss Payments on the Key Terms Page.

4.4. Defendant to Pay Valid Claims for Extraordinary Losses.

“Extraordinary Losses” means unreimbursed costs or expenditures (other than Ordinary Losses) incurred by a Class Member and fairly traceable to the Data Incident and supported by Reasonable Documentation for attempting to remedy or remedying issues that are more likely than not a result of the Data Breach. An Extraordinary loss must be supported by Reasonable Documentation that a Class Member actually incurred unreimbursed losses and consequential expenses that are more likely than not traceable to the Data Breach. Extraordinary Losses include, without limitation, the unreimbursed costs, expenses, losses or charges incurred a result of identity theft or identity fraud, falsified tax returns, or other possible misuse of information compromised in the Data Incident and including accountant’s fees related to any credit freezes. Defendant

will pay all valid claims for reimbursement of Extraordinary Losses in the amounts and limits set forth under Extraordinary Loss Payments on the Key Terms Page.

4.5. Alternative Cash Payment.

“Alternative Cash Payment” means a payment to be made in lieu of receiving any other benefits of this agreement. Defendant will pay all valid claims for an Alternative Cash Payment in the amounts and limits set forth under Alternative Cash Payment Amount on the Key Terms Page. To receive this Alternative Cash Payment, Settlement Class Members must submit a valid claim form, but no documentation is required to make a claim.

4.6. Equitable Relief.

- 1. Complete implementation of mandatory MFA for all accounts across all divisions**
- 2. Implement 1Password for password management**
- 3. Audit all Active Directory accounts to remove inactive computers and accounts**
- 4. Reduce default scope of sharing for Microsoft 365 links to require Gifted authentication**
- 5. Upgrade security policies to restrict logins within North America via geo-restrictions with real-time reporting**
- 6. Implement Perch MDR with centralized cloud SEIM**

Defendant will pay all the costs of these practice changes in addition to all other benefits.

5. Claims Processing and Provision of Settlement Benefits.

5.1. Settlement Administrator’s Duties and Discretion in Processing Claims.

The Settlement Administrator will be responsible for collecting and processing all Claim Forms, whether submitted by mail or through the Settlement Website. The Settlement Administrator may consult with Class Counsel and Defendant’s Counsel in making determinations as to any claim, but the Settlement Administrator has the sole discretion to determine, in good faith and under the terms of

this Settlement Agreement, whether any claim is timely, whether any claim is complete or deficient, and whether any claim is valid, including whether documentation is sufficient to support any claim. If the Settlement Administrator identifies a deficiency in the information provided for any claim, the Settlement Administrator must follow the procedures in Section 4.3 to allow the Class Member a chance to cure the deficiency.

5.2. Reasonable Documentation

Reasonable Documentation refers to documentation supporting a claim for Extraordinary Losses or Ordinary Losses, including but not limited to credit card statements, bank statements, invoices, telephone records, and receipts. Extraordinary Loss or Ordinary Loss claims cannot be established solely by a personal certification; a Class Member must provide documentation supporting the loss as described herein.

5.3. Determining the Validity of Claims.

In order for any claim to be valid, the following requirements must be met (all three of these requirements, collectively the “Basic Claim Requirements”): (i) the claim must be submitted by a Class Member or the Class Member’s authorized legal representative; (ii) the information required to process the claim must have been completed; and (iii) the original claim must have been submitted on or before the Deadline to Submit Claims.

The Settlement Administrator shall have the sole discretion and authority to determine whether the prerequisite have been met in order to award payments of Lost Time, but may consult with both Class Counsel and Defendant’s.

Class Members may submit a claim for a Settlement Payment of up to \$400 for reimbursement in the form of Ordinary Losses. To receive an Ordinary Loss Payment, a Class Member must choose to do so on their Claim Form and submit to the Settlement Administrator the following: (1) a valid Claim Form electing to receive the Ordinary Loss Payment benefit; (2) a statement regarding any actual and unreimbursed Extraordinary Loss made under penalty of perjury ; and (3) Reasonable Documentation that demonstrates the Ordinary Loss to be reimbursed pursuant to the terms of Settlement. If a Class Member does not submit Reasonable

Documentation supporting an Ordinary Loss Payment Claim, or if a Class Member's claim for an Ordinary Loss Payment is rejected by the Settlement Administrator for any reason and the Class Member fails to cure their claim, the claim will be rejected and the Class Member's claim will be placed in the Alternative Cash Payment category. The Settlement Administrator is authorized to contact any Settlement Class Member to seek clarification regarding a submitted claim prior to making a determination as to its validity. In the event of any ambiguities in the Claim Form, the Settlement Administrator must contact the Settlement Class Member prior to determination as to its validity.

Class Members may submit a claim for a Settlement Payment of up to \$4,000 (Four-Thousand Dollars) for reimbursement in the form of an Extraordinary Loss. To receive an Extraordinary Loss payment, a Class Member must choose to do so on their Claim Form and submit to the Settlement Administrator the following: (1) a valid Claim Form electing to receive the Extraordinary Loss Payment benefit; (2) an attestation regarding any actual and unreimbursed Extraordinary Loss made under penalty of perjury; and (3) Reasonable Documentation that demonstrates the Extraordinary Loss to be reimbursed pursuant to the terms of Settlement. If a Class Member does not submit Reasonable Documentation supporting an Extraordinary Loss Payment Claim, or if a Class Member's claim for an Extraordinary Loss Payment is rejected by the Settlement Administrator for any reason and the Class Member fails to cure their claim, the claim will be rejected and the Class Member's claim will be placed in the Alternative Cash Payment category. The Settlement Administrator is authorized to contact any Settlement Class Member to seek clarification regarding a submitted claim prior to making a determination as to its validity. In the event of any ambiguities in the Claim Form, the Settlement Administrator must contact the Settlement Class Member prior to determination as to its validity.

A claim for an Alternative Cash Payment. The Settlement Administrator shall verify that each person who submits a Claim Form is a Settlement Class Member. The Claim Form must clearly indicate that the Settlement Class Member is electing to claim the Alternative Cash Payment in lieu of any other benefits made available under this settlement agreement. The Settlement Administrator is

authorized to contact any Settlement Class Member to seek clarification regarding a submitted claim prior to making a determination as to its validity. In the event of any ambiguities in the Claim Form, the Settlement Administrator must contact the Settlement Class Member prior to determination as to its validity and, specifically, to determine whether the Settlement Cash Member wishes to file a claim for an Alternative Cash Payment, or any other benefits made available under this Settlement Agreement.

No later than the Deadline to Process Claims, the Settlement Administrator must process Claim Forms to determine whether the claim is, in whole or in part, valid, invalid, or deficient.

5.4. Processing Deficient Claims and Opportunity to Cure.

If the Settlement Administrator determines that any Claim Form that has been submitted is deficient or that additional documentation or information is necessary to determine the validity of the claim, the Settlement Administrator shall promptly provide the person submitting the Claim Form with notice of the deficiency and request that the person provide the information or documentation necessary to process the Claim Form and to determine the validity of the claim. Failure of the person to provide the requested information Deadline to Cure Claims may result in denial of the claim, or part of it, by the Settlement Administrator.

5.5. Payment of Valid Claims.

No later than the Deadline to Pay Valid Claims, the Settlement Administrator must pay the valid claim (by check or by other payment means agreed to by the parties) and/or arrange for the provision of Identity Theft Protection Services, as appropriate for the claim. Defendant will be responsible for providing the Settlement Administrator with all payments necessary to provide the benefits deemed valid by the Settlement Administrator within the Deadline to Pay Valid Claims.

The Settlement Administrator shall report to Class Counsel and Defendant on a periodic basis regarding the status of valid, invalid, and deficient claims.

6. Releases.

Upon the Effective Date, and in consideration of the Settlement Benefits described herein, the Class Representatives and all Class Members identified in the settlement class list in accordance with this Agreement on behalf of themselves, their heirs, assigns, executors, administrators, predecessors, and successors, and any other person purporting to claim on their behalf, release and discharge all Released Claims, including Unknown Claims, against each of the Released Parties and agree to refrain from instituting, directing or maintaining any lawsuit, contested matter, adversary proceeding, or miscellaneous proceeding against each of the Released Parties that relates to the Data Incident. This Settlement releases claims against only the Released Parties. This Settlement does not release, and it is not the intention of the Parties to this Settlement to release, any claims against any third party. Nor does this Release apply to any Class Member who timely excludes himself or herself from the Settlement.

The Parties understand that if the facts upon which this Agreement is based are found hereafter to be different from the facts now believed to be true, each Party expressly assumes that risk of such possible difference in facts and agrees that this Agreement shall remain effective notwithstanding such difference in facts. The Parties agree that in entering this Agreement, it is understood and agreed that each Party relies wholly upon its own judgment, belief, and knowledge and that each Party does not rely on inducements, promises, or representations made by anyone other than those embodied herein. Process for Court Approval of Settlement.

7. Process for Court Approval.

This entire agreement is contingent on the parties obtaining Court approval of the agreement.

7.1. Preliminary Approval.

No later than the Deadline to Move for Preliminary Approval, the Class Representative must move the Court to enter the

Preliminary Approval Order. Defendant will not oppose the motion, including not opposing class certification for purposes of settlement.

7.2. Preparation of the Class List.

No later than the Deadline to Provide the Class List, Defendant must provide the Settlement Administrator with information sufficient for the Settlement Administrator to mail or email each member of the Settlement Class the Summary Notice. Before sending notice, the Settlement Administrator must update the addresses provided using the United States Postal Service's National Change of Address service.

7.3. Notice to Members of the Settlement Class.

No later than the Deadline to Send Notice, the Settlement Administrator must do all of the following:

- (a) Establish at a URL agreed to by Class Counsel and Defendant's Counsel (the "Settlement Website") and post the Detailed Notice to the Settlement Website**
- (b) Establish a toll-free number and an e-mail address at which members of the Settlement Class may obtain information or contact the Settlement Administrator**
- (c) E-mail the Summary Notice to all persons on the Class List for whom an email address is provided**
- (d) Mail the Summary Notice by United States mail to all other persons on the Class List to whom the Settlement Administrator does not send an email.**

If any emailed Summary Notice is returned as undeliverable, the Settlement Administrator must promptly cause the Summary Notice to be mailed to that member of the Settlement Class. If any mailed Summary Notice is returned as undeliverable with a forwarding address then the Settlement Administrator must promptly cause the Summary Notice to be forwarded by mail to the listed forwarding address. If any mailed Summary Notice is returned as undeliverable without a forwarding address then the Settlement Administrator must attempt to locate the correct address through a reasonable

search and must promptly forward the Summary Notice to the address obtained from the search.

The Costs of Notice and Administration will be paid as set forth on the Key Terms Page.

7.4. Right of Members of the Settlement Class to Opt-Out.

Any member of the Settlement Class may choose to be excluded from the Settlement Class by complying with the requirements to opt-out set forth in the Detailed Notice. Any person who submits a valid and timely request to opt-out will be excluded from the settlement and will not be bound by any of its terms, including the release. Any member of the Settlement Class who does not submit a valid and timely opt-out will be bound by the Settlement. No later than the Deadline to Report Opt-Outs, the Settlement Administrator must report all opt-outs it has received to Class Counsel and counsel for Defendant.

7.5. Right of Class Members to Object.

Any Class Member may object to the Settlement by complying with the requirements to submit an objection set forth in the Detailed Notice.

7.6. Final Approval.

At the final approval hearing, the Class Representative and Defendant must move the Court to enter the Final Approval Order.

7.7. Effective Date.

This agreement will become effective and binding on the Effective Date.

8. Attorneys' Fees, Expenses, and Service Award

No later than the Deadline to File Motion for Final Approval and Fees and Notice of Opt-Outs, Class Counsel shall file a motion with the Court for consideration at the Final Approval hearing seeking to be paid attorneys' fees of up to the Attorneys' Fees Amount listed on the Key Terms Page, plus expenses, plus a service award of up to the Service Award Amount listed on the Key Terms Page, to be paid from the Settlement Fund. Defendant agrees to take no position on requests that are no greater than these amounts.

No later than the Deadline to Pay Fees, Expenses, and Service Award, Class Counsel and the Class Representative shall be paid the amounts awarded by the Court for fees, expenses, and service awards, from the sources listed on the Key Terms Page.

9. No Admission of Liability/Agreement Not Binding Absent Approval.

Defendant is entering into this agreement solely to compromise and settle the lawsuit and to avoid the expense and uncertainty of continued litigation. This agreement and any documents related to it shall not be construed as any admission of liability or any type of wrongdoing or misconduct or of any fact whatsoever, and Defendant expressly denies any wrongdoing, misconduct, or liability in the lawsuit.

If this agreement fails to become effective, or is voided, for any reason, then: (i) no act, statement, or filing in furtherance of this agreement may be used to support or oppose the certification of any class in the lawsuit; (ii) all the parties to this agreement shall be returned to the same position in the lawsuit that they were in on the day before the Date of Execution; and (iii) Defendant shall be entitled to object to certification of any class in this lawsuit.

10. Additional Terms

10.1. Agreement to Effectuate This Settlement

The Class Representative, Class Counsel, Defendant, and Defendant's counsel agree to undertake their best efforts to effectuate this Settlement Agreement, including: (i) all steps that may be appropriate or necessary to secure the Court's preliminary and final approvals and entry of the Preliminary Approval Order and the Final Approval Order; and (ii) all steps that may be appropriate or necessary to oppose any challenges to or appeals from the Court's orders approving this agreement.

10.2. Integration Clause

This agreement, and all exhibits to it, constitute the entire agreement between the parties and can be modified only in writing. This agreement, and all exhibits to it, constitute the entire agreement between the parties, and supersede any prior understandings, agreements, or representations by or between the parties, written or

oral, to the extent they relate in any way to the subject matter of this agreement. The agreement is an integrated agreement, and no promise, inducement, or agreement separate from this agreement has been made to the parties. The terms of this agreement, and all exhibits to it, are binding upon and inure to the benefit of each of the parties and their respective successors, heirs, and assigns.

10.3. Execution in Counterparts and by Electronic Signature

This agreement may be executed in counterparts, and each counterpart, when executed, shall be deemed to be an original. Parties may sign by electronic signature, such as DocuSign.

10.4. No Construction Against the Drafter

Each party has participated in negotiating and drafting this agreement through counsel, so if an ambiguity or question of intent or interpretation arises, this agreement is to be construed as if the parties had drafted it jointly, as opposed to being construed against a party. Further, each party represents that they have each read this agreement and are fully aware of and understand all of its terms and the legal consequences thereof. The parties represent that they have consulted or have had the opportunity to consult with and have received or have had the opportunity to receive advice from legal counsel in connection with their review and execution of this Settlement Agreement.

10.5. Choice of Law, Forum, and Stipulation to Jurisdiction

This agreement, and all exhibits to it, shall be governed by the laws of the State in which the Court is located, and the parties to this Settlement Agreement stipulate that the Court has personal jurisdiction over them for purposes of administering, interpreting, and enforcing this agreement. All proceedings relating to the administration, interpretation, and enforcement of this agreement and related documents must be brought in the Court.

[Remainder of this page intentionally left blank]

11. Signatures

Each party is signing as of the date indicated next to that party's signature.

Dated: _____ Gifted Nurses, LLC d/b/a Gifted Healthcare

By: _____

Its: _____

Dated: _____ Counsel for Gifted Nurses, LLC d/b/a Gifted Healthcare


By: _____

Jill H. Fertel, Esquire
Cipriani & Werner PC

Dated: 02 / 22 / 2024 _____
Class Representative


Cheryl Covington
Class Counsel

Dated: _____ By: _____



Lynn A. Toops
Cohen & Malad, LLP

[Remainder of this page intentionally left blank]

11. Signatures

Each party is signing as of the date indicated next to that party's signature.

Dated: February 23, 2024

By: 
DAVID J. DART

Its: CHIEF FINANCIAL OFFICER

Dated: February 23, 2024

By: /s/ Jill H. Fertel
Jill H. Fertel, Esquire
Cipriani & Werner PC

Dated: _____

Class Representative

Cheryl Covington
Class Counsel

Dated: _____

By: _____
Lynn A. Toops
Cohen & Malad, LLP

[Remainder of this page intentionally left blank]

EXHIBIT A
(SUMMARY NOTICE)

Summary Notice

Covington v. Gifted Nurses, LLC, No. 1:22-cv-04000-VMC
(United States District Court Northern District of Georgia)

A proposed settlement has been reached in the above-entitled class action lawsuit. The lawsuit alleges that from approximately August 25, 2021 to December 10, 2021, Defendant experienced a Data Incident in which Defendant's computer systems were infiltrated by unauthorized individuals and the personal health information and personally identifiable information of patients was potentially compromised. Records indicate you are included.

Settlement Benefits. If you do not opt out of the Settlement, you may be entitled to receive Settlement benefits by submitting a Claim Form no later than [DATE], which you can obtain online at [www.SettlementWebsite.com] or by calling [1-8XX-XXXX]. If eligible, you may submit a claim for three years of free credit monitoring and identity theft protection services (including \$1,000,000 in identity theft insurance), and you may submit a claim for Lost Time (\$20/per hour, up to 4 hours); Ordinary Losses (up to \$400); and Extraordinary Losses (up to \$4,000) you experienced related to the Data Incident. Alternatively, you may submit a claim for an alternative cash payment of \$50.00.

Your Options. You can do nothing and claim no benefits, submit a Claim Form to claim benefits, object to the Settlement or any part of it, or opt out of the Settlement. If you do anything but opt out, you will give up the right to sue Defendant on the issues covered by the Settlement. If you opt out, you will retain the right to sue, but you will not be eligible to receive any of the benefits of the Settlement. Detailed instructions on how to make a claim, object, or opt out are available online at [www.SettlementWebsite.com] or by calling [1-8XX-XXXX]. Objections or opt out requests must be postmarked no later than [DATE].

Final Approval Hearing. The Court will hold a final approval hearing on [Month] [Day], 2024, at [HH]:[MM][a/p.m] at [Location]. The Court will decide at the hearing whether the Settlement is fair, reasonable, and adequate. The Court will also consider a request for attorneys' fees and expenses of \$350,000 to be paid to Class Counsel by Defendant in addition to the other Settlement benefits.

Need More Information? Visit [www.SettlementWebsite.com] or call [1-8XX-XXXX].

EXHIBIT B
(DETAILED NOTICE)

**COVINGTON V. GIFTED NURSES, LLC, NO. 1:22-CV-04000-VMC
UNITED STATE DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA**

If you were sent a Notice of Data Breach by Gifted Nurses, LLC d/b/a Gifted Healthcare you could get benefits from a class action settlement.

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

This is notice of a proposed class action settlement that provides benefits to settle claims relating to a Data Incident that occurred between approximately August 25, 2021, and December 10, 2021, in which Defendant's computer systems were infiltrated by unauthorized individuals and the personal health information and personally identifiable information of patients was potentially compromised.

- The settlement benefits include:
 - Defendant will provide the option to enroll in three years of 3-credit-bureau credit monitoring and identity theft protection services (including \$1,000,000 in identity theft insurance), at no cost to you.
 - Defendant will pay valid claims submitted for Ordinary Losses (up to \$400.00), Lost Time (at \$20/hour up to 4 hours), and Extraordinary Losses (up to \$4,000) you experienced related to the Data Incident.
 - Alternatively, you can elect not to receive any of the above benefits and to instead receive an alternative cash payment of \$50.
- You have the right to do nothing, submit a claim, object to the Settlement or any part of it, or opt out of the Settlement. If you do not opt out of the settlement, and final approval is granted, you will release any claims you have relating to the Data Incident as set forth in the settlement agreement.
- Your legal rights are affected, so please read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
SUBMIT A CLAIM	To receive any of the cash benefits or the identity theft protection services available from the settlement, you must submit a claim using the Claim Form, which may be obtained online at www.SettlementWebsite.com or by calling [1-8XX-XXXX]. If you submit a claim, you give up the right to bring a separate lawsuit about the same issues, but you are eligible to receive any of the settlement benefits to which you have a valid claim.
EXCLUDE YOURSELF	If you exclude yourself from the settlement, you will get no benefits from the settlement, but you will keep the right to bring a separate lawsuit about the same issues at your own expense, if you choose.
OBJECT	If you object to the settlement or any part of it, you may write to the Court about your objection. If the settlement is approved you will still give up the right to bring a separate lawsuit about the same issues, and you will need to submit a claim to receive any settlement benefits.
DO NOTHING	If you do nothing you will give up the right to bring a separate lawsuit about the same issues, and you will not be eligible to receive any benefits of the settlement.

- These rights and options—**and the deadlines to exercise them**—are explained in this notice.
- Please be patient while the Court decides whether to approve the settlement. Payments will be made if the Court approves the settlement and after any appeals.

WHAT THIS NOTICE CONTAINS

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- 2. What is the lawsuit about?
- 3. Why is this a class action?
- 4. Why is there a settlement?

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GETTING MORE INFORMATION PAGE 9

- 20. Are there more details about the settlement?

BASIC INFORMATION

1. Why did I get this notice?

This notice has been posted to the settlement website relating to a class action brought against Defendant relating to a Data Incident that occurred between approximately August 25, 2021, and December 10, 2021, in which Defendant's computer systems were infiltrated by unauthorized individuals and the personal health information and personally identifiable information of patients was potentially compromised.

The Court approved this notice because class members have a right to know about the proposed class action settlement, and about their options, before the Court decides whether to approve the settlement. This package explains the lawsuit, the settlement, class members' legal rights, what benefits are available, and how to claim those benefits.

The Court in charge of the case is the United States District Court for the Northern District of Georgia, and the case is known as *Covington v. Gifted Nurses, LLC d/b/a Gifted Healthcare*. The person who sued is called the Plaintiff, and the company she sued is called the Defendant.

2. What is the lawsuit about?

The lawsuit claims that the Defendant failed to properly safeguard the personally identifiable information that Plaintiff alleges was compromised in the Data Incident. Defendant contends that it acted in accordance with applicable law and that it has no liability or fault relating to the Data Incident.

3. Why is this a class action?

In a class action lawsuit, one or more people called "Class Representatives" sue on behalf of themselves and other people who have similar claims. All of these people are called a Class or Class Members. This is a class action because the Court has preliminarily determined that the Settlement meets the legal requirements for resolution of a class action. Because the case is a class action, one court resolves the issues for everyone in the Class, except for those people who choose to exclude themselves from the Class.

4. Why is there a settlement?

The Court did not decide in favor of the Plaintiff or the Defendant. Instead, both sides agreed to a settlement. The Plaintiff has the duty to act in the best interests of the class as a whole and, in

this case, it is her belief, as well as Class Counsel's opinion, that this settlement is in the best interest of all Class Members for at least the following reasons:

There is legal uncertainty about whether a judge or a jury will find that Defendant is legally responsible, whether this case could proceed as a class action if litigated, whether Plaintiff would be able to prove causation and damages at trial, and whether any verdict would withstand appeal, which might result in Class Members receiving no recovery, or a substantially smaller recovery than that being offered here. Even if the Plaintiff were to win at trial, there is no assurance that the Class Members would be awarded more than the current settlement provides, and it may take years of litigation before any payments would be made. By settling, the Class Members will avoid these and other risks and the delays associated with continued litigation in exchange for access to guaranteed benefits now.

While Defendant disputes Plaintiff's claims, it has agreed to settle the lawsuit to avoid the costs, distractions, and risks of litigation. Thus, even though Defendant denies that it did anything improper, it believes settlement is in the best interests of all the Parties. The Court will evaluate the settlement to determine whether it is fair, reasonable, and adequate before it approves the settlement.

WHO IS IN THE SETTLEMENT

To see if you will get money or other benefits from this settlement, you first have to decide if you are a Class Member.

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

If you received a notice addressed to you regarding the Data Incident, then you are a member of the Settlement Class, you will be a part of the settlement unless you exclude yourself. If you are not sure whether you have been properly included, you can call the number at the bottom of this notice to check.

THE SETTLEMENT BENEFITS—WHAT YOU GET

6. What does the settlement provide and how can I claim benefits?

The Settlement provides for a number of benefits, and Class Members can claim as many of the benefits to which they are entitled.

First, Class Members may submit a claim to receive, at no cost, three years of 3-credit-bureau credit monitoring and identity theft protection services (including \$1,000,000 in identity theft insurance).

Second, Class Members who suffered an out-of-pocket loss or lost time related to the Data Incident may submit a claim for a cash reimbursement. Defendant will pay valid claims for Ordinary Losses (up to \$400.00), Lost Time (at \$20/hour up to 4 hours), and Extraordinary

Losses (up to \$4,000.00) that a Class Member experienced fairly traceable to the Data Incident. These categories are explained in detail on the Claim Form.

In addition, you may elect to receive an alternative cash payment of \$50.00 in lieu of the other benefits.

To receive any of the cash benefits or the identity theft protection services available from the settlement, you must submit a claim using the Claim Form, which may be obtained online at www.SettlementWebsite.com or by calling [1-8XX-XXXX](tel:1-8XX-XXXX).

In addition to these benefits, Defendant has agreed to pay for the costs of notice and settlement administration, attorneys' fees and expenses approved by the Court up to \$350,000.00, all in addition to the other benefits described above.

7. When would I get my benefits?

The Court will hold a hearing on [\[Month\] \[Day\], 202_](#), to decide whether to approve the settlement. If the Court approves the settlement, there may be a period when appeals can be filed. Once any appeals are resolved or if no appeals are filed, it will be possible to distribute the funds. This may take several months and perhaps more than a year.

8. What am I giving up to get a payment?

Unless you exclude yourself, you are staying in the Class, and that means you cannot sue, continue to sue, or be part of any other lawsuit against Defendant relating to the legal claims in *this* case. It also means that all of the Court's orders will apply to you. Once the settlement is final, your claims relating to *this* case will be released.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want a payment from this settlement or the other benefits described here, but you want to keep the right to sue or continue to sue the Defendant on your own about the legal issues in this case, then you must take steps to get out. This is called excluding yourself—or is sometimes referred to as “opting out” of the settlement.

9. How do I get out of the settlement?

To exclude yourself from this settlement, you must send a letter by mail saying that you want to opt-out or be excluded from *Covington v. Gifted Nurses, LLC d/b/a Gifted Healthcare*. The letter must include your name, address, telephone number, and your signature. You must mail your exclusion request postmarked no later than [\[PARTIES TO PROVIDE DATE\]](#) to:

Covington v. Gifted Nurses Exclusions
[\[Notice Administrator Address 1\]](#)

**[Notice Administrator Address 2]
[City], [State] [ZIP].**

You cannot exclude yourself on the phone or by e-mail. If you ask to be excluded, you will not get any settlement benefits, and you cannot object to the settlement. You will not be legally bound by anything that happens in this lawsuit.

10. If I don't exclude myself, can I sue later for the same thing?

No. Unless you exclude yourself, you give up the right to sue the Defendant for the claims resolved by this settlement. If the settlement is finally approved, you will be permanently enjoined and barred from initiating or continuing any lawsuit or other proceeding against Defendant about the issues in this lawsuit. Remember that the exclusion deadline is **[PARTIES TO PROVIDE DATE]**.

11. If I exclude myself, can I get money from this settlement?

No. If you exclude yourself, you are not eligible for any money or other benefits from this settlement.

THE LAWYERS REPRESENTING YOU

12. Do I have a lawyer in this case?

The Court appointed the law firms of Stranch, Jennings & Garvey, PLLC; Turke & Strauss, LLP; and Cohen & Malad, LLP to represent you and other Class Members. Together, the lawyers are called Class Counsel. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

13. How will the lawyers be paid?

Class Counsel will ask the Court for attorneys' fees and expenses of up to \$350,000.00, to be paid by the Defendant, subject to Court approval, separate from, and in addition to, the benefits offered to Class Members under the Settlement.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you don't agree with the settlement or some part of it.

14. How do I tell the Court that I don't like the settlement?

If you're a Class Member, you can object to the settlement if you don't like any part of it. To object, you must send a letter to the Settlement Administrator saying that you object to the settlement, or part of it, in *Covington v. Gifted Nurses, LLC d/b/a Gifted Healthcare*. To have your objection considered by the Court, you also must file your objection with the Clerk of the Court (identified below). You must state the reasons for your objection and include any evidence, briefs, motions or other materials you intend to offer in support of the objection. You must include your name, address, telephone number, your signature, and the reasons you object to the settlement, along with any materials in support of your arguments. If you intend to appear at the final approval hearing either yourself or by a lawyer, you must also state your intention to appear. You must mail the objection to the Settlement Administrator at the following address no later than **[PARTIES TO PROVIDE DATE]**:

Covington v. Gifted Nurses Objections

[Court info]

[Notice Administrator Address 1]

[Notice Administrator Address 2]

[City], [State] [ZIP].

15. What's the difference between objecting and excluding?

Objecting is simply telling the Court that you don't like something about the settlement. You can object only if you stay in the settlement. Excluding yourself is telling the Court that you don't want to be part of the settlement. If you exclude yourself, you have no basis to object because this case no longer affects you.

THE COURT'S FINAL APPROVAL HEARING

The Court will hold a hearing to decide whether to approve the settlement. You do not need to attend, but you are welcome to do so, if you choose.

16. When and where will the Court decide whether to approve the settlement?

The Court will hold a Final Approval Hearing at **[PARTIES TO PROVIDE TIME]** on **[PARTIES TO PROVIDE DATE]** at **[address of the court]** (or by telephonic or videoconference if necessary, please check the Settlement Website for updates on the hearing). At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will listen to people who have asked to speak at the hearing and complied with question 18 of this notice. The Court may also decide how much to pay Class Counsel and the Plaintiff. After the hearing, the Court will decide whether to approve the settlement. We do not know how long these decisions will take.

17. Do I have to come to the hearing?

No. You are welcome to come at your own expense if you wish, but Class Counsel will answer questions the Court may have. If you send an objection, you don't have to come to Court to talk about it, unless you want to. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it's not necessary unless you want to.

18. May I speak at the hearing?

You may ask the Court for permission to speak at the Final Approval Hearing along with your objection as set forth in paragraph 14 above.

IF YOU DO NOTHING

19. What happens if I do nothing at all?

If you do nothing, you will be a part of this settlement, but you must submit a claim to receive any benefits. You won't be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the Defendant relating to the claims brought in this case.

GETTING MORE INFORMATION

20. Are there more details about the settlement?

This notice summarizes the proposed settlement. More details are in the Settlement Agreement on file with the Court and available on the settlement website at [INSERT]. You can also call toll free [PHONE #].

EXHIBIT C
(CLAIM FORM)

Gifted Nurses Settlement Administrator P.O. Box XXXX City, ST XXXXX	ALL CLAIM FORMS MUST BE SUBMITTED NOT LATER THAN [DATE]
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Covington v. Gifted Nurses, LLC d/b/a Gifted Healthcare

United States District Court for the Northern District of Georgia

CLAIM FORM

This claim form should be filled out online or submitted by mail if you are an individual who was notified of the Data Incident by letter from Gifted Nurses, LLC d/b/a Gifted Healthcare, and you wish to sign up for credit monitoring and identity protection services, had out-of-pocket expenses or lost time spent dealing with the Data Incident, or wish to receive an alternative cash payment. You may get a check if you fill out this claim form, if the settlement is approved, and if you are found to be eligible for a payment.

The settlement notice describes your legal rights and options. Please visit the official settlement administration website, **[Insert Settlement Website URL]**, or call **[Insert Toll Free Settlement Number]** for more information.

If you wish to submit a claim for a settlement payment, you need to provide the information requested below. Please print clearly in blue or black ink. This claim form must be mailed and postmarked by **[DATE]**. Alternatively, you may submit a claim using the online form located on the settlement website listed above.

TO RECEIVE BENEFITS FROM THIS SETTLEMENT, YOU MUST PROVIDE ALL OF THE REQUIRED INFORMATION BELOW AND YOU MUST SIGN THIS CLAIM FORM. THIS CLAIM FORM SHOULD ONLY BE USED IF A CLAIM IS BEING MAILED IN AND IS NOT BEING FILED ONLINE.

1. Class Member Information.

First Name															Middle Initial					
Last Name																		Suffix		
Mailing Address: Street Address/P.O. Box (include Apartment/Suite/Floor Number)																				
City												State			Zip Code					
Current Email Address (Optional)																				
Current Phone Number (Required)									Settlement Claim ID (Required)											

2. Identity Theft Protections Services.

Three years of Identity Theft Protection Services

Check the box above if you wish to receive three years of credit monitoring and identity theft protection services (including \$1,000,000 in identity theft insurance) at no cost to you. If your claim is approved you will receive an activation for the service by mail or email, along with instructions on how to activate the service. If you select this benefit, you may also claim reimbursement for Ordinary Losses, Extraordinary Losses, and Lost Time.

3. Payment of Ordinary Losses, Extraordinary Losses, and Lost Time.

Please provide as much information as you can to help us figure out if you are entitled to a settlement payment.

PLEASE PROVIDE THE INFORMATION LISTED BELOW:

Check the box for each category of out-of-pocket expenses or lost time that you incurred as a result of the Data Incident. Please be sure to fill in the total amount you are claiming for each category and to attach documentation as described (if you provide account statements as part of proof for any part of your claim, you may mark out any unrelated transactions if you wish).

Lost Time attributable to the Data Incident

Settlement Class Members may make a claim for self-certified time spent related to the effects or potential effects of the Data Incident. Each Settlement Class Member may claim up to \$80 of lost time (calculated at \$20/hour, up to 4 hours) by simply attesting to the fact that they expended such time and describing how the time was spent.

I spent this many hours of time related to the Data Incident: . (round to the nearest 0.1 (6 minutes)).

Briefly describe how you spent that time in the space below:

Ordinary Losses fairly traceable to the Data Incident

Class Members may make a claim for documented Ordinary Losses related to the Data Incident, up to a maximum amount of \$400.00.

“Ordinary Losses” means the following out-of-pocket expenses fairly traceable to the Data Incident: (i) bank fees, long distance phone charges, cell phone charges (only if charged by the minute), data charges (only if charged based on the amount of data used), miscellaneous qualified expenses subject to explanation, such as postage, notary, fax, copying, mileage, and/or gasoline for local travel; and (ii) fees for credit reports, credit monitoring, and/or other identity theft insurance product purchased between the date of the Data Incident and [the Deadline to Submit Claims].

Total amount claimed for this category: \$. (maximum \$400.00)

Please describe the categories of Ordinary Losses you are claiming, and be sure to attach all documentation you have relating to these expenses:

Extraordinary Losses fairly traceable to the Data Incident

Class Members may make a claim for documented Extraordinary Losses related to the Data Incident, up to a maximum amount of \$4,000.00.

“Extraordinary Losses” means unreimbursed costs or expenditures (other than Ordinary Losses) incurred and fairly traceable to the Data Incident. Extraordinary Losses include, without limitation, the unreimbursed costs, expenses, losses or charges incurred a result of identity theft or identity fraud, falsified tax returns, or other possible misuse of information compromised in the Data Incident, and including accountant’s fees related to any credit freezes.

Total amount claimed for this category: \$ (maximum \$4,000.00)

Please describe the categories of Extraordinary Losses you are claiming, and be sure to attach all documentation you have relating to these expenses:

You must represent under penalty of perjury that the losses relating to the claim are true and accurate.

I declare under penalty of perjury that the information supplied for Extraordinary Losses is true and correct to the best of my recollection.

Signature

Printed Name

Date

4. **Alternative Cash Payment.**

\$50.00 Alternative Cash Payment.

Check the box above if, in lieu of all of the other benefits under numbers 2 and 3 above, you instead wish to receive a cash payment of \$50.00. If you choose this alternative cash payment you cannot also choose to receive identity theft protection services and you cannot choose to receive reimbursement for Lost Time, Ordinary Losses, or Extraordinary Losses.

5. **Sign and Date Your Claim Form.**

Signature	Printed Name	Date
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6. **Reminder Checklist.**

- Keep copies of the completed Claim Form and documentation for your own records.
- If your address changes or you need to make a correction to the address on this Claim Form, please visit the Settlement website at **[insert Settlement Website URL]** and complete the Update Contact Information form or send written notification of your new address. Make sure to include your Settlement Claim ID and your phone number in case we need to contact you in order to complete your request.
- Please do not provide any sensitive documents that may contain personal information via email to the Settlement Administrator. If you need to supplement your claim submission with additional documentation, please visit the Settlement website at **[insert Settlement Website URL]** and provide these documents by completing the Secure Contact Form or by mail.

For more information, please visit the settlement website at **[insert Settlement Website URL]**, or call the Settlement Administrator at **1-XXX-XXX-XXXX**. Please do not call the Court or the Clerk of the Court for additional information.

**EXHIBIT D
(PRELIMINARY APPROVAL
ORDER)**

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

CHERYL COVINGTON,)
individually and on behalf of)
all others similarly situated,)

Plaintiff)

V.)

Case No. 1:22-cv-04000-VMC

GIFTED NURSES, LLC d/b/a)
GIFTED HEALTHCARE)

Defendant)

PRELIMINARY APPROVAL ORDER

Plaintiff, Cheryl Covington, and Defendant, Gifted Nurses, LLC d/b/a Gifted Healthcare, have entered into a proposed Class Action Settlement Agreement (the “Settlement”). Plaintiff has moved the Court to grant preliminary approval to the Settlement under Federal Rule of Civil Procedure 23(e)(1), to approve the form and method for giving notice of the proposed Settlement to the Settlement Class, and to schedule a final approval hearing on the Settlement after the deadlines to object to, or opt out of, the Settlement have passed. Defendant does not oppose the motion.

ACCORDINGLY, IT IS HEREBY ORDERED:

1. Terms capitalized herein and not otherwise defined shall have the meanings ascribed to them in the Settlement.

2. This Court has jurisdiction over the subject matter of this lawsuit and jurisdiction over the Class Representative and Defendant in the above-captioned case (the “Parties”).

3. The Court finds that the Court will likely be able to certify the proposed Settlement Class for purposes of entry of judgment, defined as:

All individuals whose Personal Information was compromised as a result of the Data Incident.¹

4. Specifically, the Court finds that the requirements of Rule 23(a) and 23(b)(3) appear to be met:

- a. The class is so numerous that joinder of all members is impracticable, as there are thousands of class members;
- b. There are questions of law or fact common to the class based upon the claims raised in the lawsuit relating to the Data Incident that predominate over questions affecting only individual members;

¹ “Data Incident” means the incident from approximately August 25, 2021, to December 10, 2021, during which an unauthorized third party gained access to Defendant’s employee email account systems, resulting in the unauthorized disclosure of the Plaintiff’s and Class Members’ personally identifying information and other sensitive, non-public financial information (collectively, “Personal Information”).

- c. **The claims of the Class Representative are typical of the claims of the Settlement Class as they arise from the Data Incident;**
- d. **The Class Representative and Class Counsel will fairly and adequately protect the interests of the Settlement Class;**
- e. **Questions of law or fact common to the Class Members predominate over any questions affecting only individual members and a class action is superior to other available methods for fairly and efficiently adjudicating this lawsuit.**

5. The Court finds that the terms of the Settlement are within the range of a fair, reasonable, and adequate compromise under the circumstances of this case. Specifically, the Court finds that:

(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 appears 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); and

(D) the proposal treats class members equitably relative to each other.

6. The Court therefore preliminarily approves the Settlement and directs the parties to the Settlement Agreement to perform and satisfy the terms and conditions that are triggered by such preliminary approval.

6. The Court likewise approves the form and method of notice provided for in the Settlement and finds that it complies with the applicable rules and the requirements of Due Process. The Court appoints Kroll, as Settlement Administrator and orders the Settlement Administrator and the Parties to implement the notice program set forth in the Settlement.

7. A final approval hearing (the “Final Approval Hearing”) shall be held before the undersigned at _____ o’clock, on _____, 2024, at _____, or via video or teleconference, for the purpose of: (a) determining whether the Settlement Class should be finally certified for entry of judgment on the Settlement; (b) determining whether the Settlement Agreement is fair, reasonable, and adequate and should be finally approved; (c)

determining whether a Final Approval Order should be entered; and (d) considering Class Counsel's application for an award of attorneys' fees and expenses. The Court may adjourn, continue, and reconvene the Final Approval Hearing pursuant to oral announcement without further notice to the Class, and the Court may consider and grant final approval of the Settlement, with or without minor modification and without further notice to the Class.

8. Members of the Settlement Class shall be afforded an opportunity to request exclusion from the Class. A request for exclusion from the Class must comply with the requirements for form and timing set forth in the Detailed Notice included in the Settlement. Members of the Settlement Class who submit a timely and valid request for exclusion shall not participate in and shall not be bound by the Settlement. Members of the Settlement Class who do not timely and validly opt out of the Class in accordance with the Detailed Notice shall be bound by all determinations and judgments in the action concerning the Settlement.

9. Class Members who have not excluded themselves shall be afforded an opportunity to object to the terms of the Settlement Agreement. Any objection must: comply with the requirements for form and timing set forth in the Detailed Notice included in the

Settlement. If the Class Member or his or her Counsel wishes to speak at the Final Approval Hearing, he or she comply with the requirements for form and timing set forth in the Detailed Notice included in the Settlement.

10. Any Class Member who does not make his or her objection known in the manner provided in the Settlement Agreement and Detailed Notice shall be deemed to have waived such objection and shall forever be foreclosed from making any objection to the fairness or adequacy of the proposed Settlement Agreement.

11. Any request for intervention in this action for purposes of commenting on or objecting to the Settlement Agreement must meet the requirements set forth above, including the deadline for filing objections, and also must be accompanied by any evidence, briefs, motions or other materials the proposed intervenor intends to offer in support of the request for intervention.

12. Any lawyer intending to appear at the Final Approval Hearing must be authorized to represent a Class Member, must be duly admitted to practice law before this Court, and must file a written appearance. Copies of the appearance must be served on Class Counsel and counsel for Defendant.

14. Class Counsel shall file a motion for approval of the attorneys' fees, expenses, and service awards to be paid from the Settlement Fund, along with any supporting materials, on the deadline provided in the Settlement.

15. If the Settlement does not become effective or is rescinded pursuant to the Settlement, the Settlement and all proceedings had in connection therewith shall be without prejudice to the status quo ante rights of the Class Representative and Defendant, and all Orders issued pursuant to the Settlement shall be vacated.

17. The Court retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

SO ORDERED.

Dated:

Court

Judge, United States District

Norther District of Georgia

EXHIBIT E
(FINAL APPROVAL ORDER)

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

CHERYL COVINGTON,)
individually and on behalf of)
all others similarly situated,)

Plaintiff)

V.)

Case No. 1:22-cv-04000-VMC

GIFTED NURSES, LLC d/b/a)
GIFTED HEALTHCARE)

Defendant)

FINAL APPROVAL ORDER

Plaintiff, Cheryl Covington, and Defendant, Gifted Nurses, LLC d/b/a Gifted Healthcare, have entered into a proposed Class Action Settlement Agreement (the “Settlement”). The Court previously granted preliminary approval to the Settlement, notice was issued to the Class Members, and the deadlines to opt out or object to the Settlement have now passed. Plaintiff has moved the Court to grant final approval to the Settlement under Federal Rule of Civil Procedure 23(e)(2). Defendant does not oppose the motion.

ACCORDINGLY, IT IS HEREBY ORDERED:

1. Terms capitalized herein and not otherwise defined shall have the meanings ascribed to them in the Settlement.

2. This Court has jurisdiction over the subject matter of this lawsuit and jurisdiction over the Class Representative and Defendant in the above-captioned case (the “Parties”).

3. The Court finds that the proposed Settlement Class, defined as follows, meets the requirements for certification for purposes of entry of judgment:

All individuals whose Personal Information was compromised as a result of the Data Incident.²

4. Specifically, the Court finds that the requirements of Rule 23(a) and 23(b)(3) are met:

- a. The class is so numerous that joinder of all members is impracticable, as there are thousands of class members;
- b. There are questions of law or fact common to the class based upon the claims raised in the lawsuit relating to the Data Incident that predominate over questions affecting only individual members;
- c. The claims of the Class Representative are typical of the claims of the Settlement Class as they arise from the Data Incident;

² “Data Incident” means the incident from approximately August 25, 2021, to December 10, 2021, during which an unauthorized third party gained access to Defendant’s employee email account systems, resulting in the unauthorized disclosure of the Plaintiff’s and Class Members’ personally identifying information and other sensitive, non-public financial information (collectively, “Personal Information”).

- d. **The Class Representative and Class Counsel will fairly and adequately protect the interests of the Settlement Class;**
- e. **Questions of law or fact common to the Class Members predominate over any questions affecting only individual members and a class action is superior to other available methods for fairly and efficiently adjudicating this lawsuit.**

5. The Court therefore certifies the Settlement Class, appoints Plaintiff as the Class Representative, and appoints Cohen & Malad, LLP; Stranch, Jennings & Garvey, PLLC; and Turke & Strauss, LLP as Class Counsel.

6. The Court finds that notice of the proposed Settlement was provided to the Settlement Class and that the notice met the requirements of Rule 23 and Due Process.

7. The Court finds that the terms of the Settlement represent a fair, reasonable, and adequate compromise under the circumstances of this case. Specifically, the Court finds that:

(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 appears 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); and

(D) the proposal treats class members equitably relative to each other.

8. The Court therefore grants final approval to the Settlement and directs the parties to the Settlement Agreement to perform and satisfy the terms and conditions that are triggered by such final approval.

9. Upon the occurrence of the Effective Date, the Class Representative and the Class Members release and forever discharge Defendant and its insurers, and including but not limited to their current and former officers, directors, employees, attorneys and agents from all known and unknown claims, demands, damages, causes of action or suits seeking damages, or other legal or equitable relief arising out of or in any way related to the claims asserted or

which could have been asserted in the Lawsuit relating to the Data Incident.

10. Upon the occurrence of the Effective Date, Defendant releases all claims of any kind or nature that have been or could have been asserted against the Class Representative or Class Counsel relating to the claims in this lawsuit, or the filing or prosecution of any lawsuit relating to such claims.

11. This Order is a final judgment because it disposes of all claims against all parties to this lawsuit.

THERE BEING NO JUST REASON FOR DELAY, LET JUDGMENT BE ENTERED ACCORDINGLY.

Dated:

Judge, United States District

Court

Norther District of Georgia

EXHIBIT B



STRANCH, JENNINGS & GARVEY PLLC

The award-winning attorneys of Stranch, Jennings & Garvey, PLLC (SJ&G), have recovered more than \$50 billion for clients, from high-profile cases to single plaintiffs who have suffered harm or unfair treatment.

SJ&G's roots go back to 1952 when Cecil Branstetter founded Branstetter, Stranch & Jennings, PLLC (BS&J), his own law firm in Nashville. For more than seven decades, our attorneys have advocated for society's under-represented voices, consumer rights, labor unions and victims of discrimination, a legacy that continues today as we work to ensure access to justice for our clients.

SJ&G's roots go back to 1952, when Cecil Branstetter founded his own Nashville firm after earning his law degree from Vanderbilt Law School in 1949. The firm grew and became known as Branstetter, Stranch & Jennings, PLLC (BS&J).

PRACTICE AREAS

- Bank Fees
- ERISA Trust Funds
- Product Liability
- Wage and Hour Disputes
- Class Action
- Labor Unions
- Personal Injury
- Worker Adjustment and Retaining Notification
- Data Breaches
- Mass Tort
- Trucking Accidents

REPRESENTATIVE CASES

SJ&G attorneys have represented plaintiffs in a substantial number of complex cases both in state and federal courts throughout the nation:

- as lead trial attorney in the Sullivan Baby Doe case (originally filed as Staubus v. Purdue) against U.S. opioid producers Endo Health Solutions Inc. and Endo Pharmaceuticals Inc., resulting in a \$35 million settlement agreement, the largest per capita settlement achieved by any prosecution with Endo to date;
- personally appointed to the steering committee of the In re: Volkswagen "Clean Diesel" Marketing, Sales Practices and Products Liability Litigation, resulting in approximately \$17 billion in settlements, the largest consumer auto settlement and one of the largest settlements in any matter ever;
- the executive committee in Dahl v. Bain Capital Partners (anti-trust), resulting in a \$590.5 million settlement;
- appointed mediator by the circuit court in the case of the City of St. Louis v. National Football League and the Los Angeles Rams, having successfully negotiated a \$790 million settlement for the plaintiffs;
- lead plaintiff in Sherwood v. Microsoft, which set the standard for indirect antitrust actions in Tennessee and ultimately resolved for a value of \$64 million;
- litigated Qwest Savings and Investment Plan ERISA litigation, resulting in a \$57.5 million total payout to class members;
- plaintiff's co-counsel in the Paxil litigation of Orrick v. GlaxoSmithKline;
- represented a class of consumers who purchased baby clothing tainted with unlawful levels of chemical skin irritants, resulting in a multi-million-dollar settlement. Montanez v. Gerber Childrenswear, LLC (M.D. Cal.); and
- represented multiple Taft-Hartley Trust Funds as amici in a case setting Ninth Circuit precedent on liability of owners as ERISA fiduciaries for unpaid fringe benefit contributions.

Nashville

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St. Louis

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Las Vegas

3100 W. Charleston Boulevard
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Las Vegas, NV 89102
Phone: 725.235.9750



J. Gerard Stranch IV

FOUNDING MEMBER

Gerard Stranch is the managing partner at Stranch, Jennings & Garvey, PLLC (SJ&G). A third-generation trial lawyer, he leads the firm's class action and mass tort practice groups. His additional areas of practice include bank fees, data breaches, wage and hour disputes, worker adjustment and retraining notification, personal injury and trucking incidents.

Mr. Stranch has served as lead or co-lead counsel for the firm in numerous cases, including:

- lead trial attorney in the Sullivan Baby Doe case (originally filed as *Staubus v. Purdue*) against U.S. opioid producers Endo Health Solutions Inc. and Endo Pharmaceuticals Inc., resulting in a \$35 million settlement agreement, the largest per capita settlement achieved by any prosecution with Endo to date;
- personally appointed to the steering committee of the In re: Volkswagen "Clean Diesel" Marketing, Sales Practices and Products Liability Litigation, resulting in approximately \$17 billion in settlements, the largest consumer auto settlement and one of the largest settlements in any matter ever;
- the executive committee In *Dahl v. Bain Capital Partners* (anti-trust), resulting in a \$590.5 million settlement;
- personally appointed to the steering committee In re: New England Compounding Pharmacy, Inc., resulting in more than \$230 million in settlements; and
- appointed as co-lead counsel In re: Alpha Corp. Securities litigation, resulting in a \$161 million recovery for the class.

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A 2000 graduate of Emory University, Mr. Stranch received his J.D. in 2003 from Vanderbilt University Law School, where he teaches as an adjunct professor about the practice of civil litigation. He led the opioid litigation team in the Sullivan Baby Doe suit, for which the team won the 2022 Tennessee Trial Lawyer of the Year award. Mr. Stranch has been listed as one of the Top 40 Under 40 by the National Trial Lawyers Association and as a Mid-South Rising Star by Super Lawyers magazine.

PRACTICE AREAS

- Class Action
- Mass Tort
- Bank Fees
- Data Breaches
- Wage and Hour Disputes
- Worker Adjustment and Retraining Notification
- Personal Injury
- Trucking Incidents

EDUCATION

- Vanderbilt University Law School (J.D., 2003)
- Emory University (B.A., 2000)

BAR ADMISSIONS

- Tennessee
- U.S. District Court Western District of Tennessee
- U.S. District Court Middle District of Tennessee
- U.S. District Court Eastern District of Tennessee
- U.S. 6th Circuit Court of Appeals
- U.S. 8th Circuit Court of Appeals
- U.S. 9th Circuit Court of Appeals
- U.S. District Court District of Colorado

PROFESSIONAL HONORS & ACTIVITIES

Awards

- Super Lawyers Mid-South Rising Star
- Top 40 Under 40, National Trial Lawyers Association

Memberships

- Public Justice
- Nashville Bar Association
- Tennessee Bar Association
- American Association for Justice
- Tennessee Association for Justice
- Lawyer's Coordinating Committee of the AFL-CIO
- General Counsel Tennessee AFL-CIO and Federal Appointment, Coordinator
- General Counsel Tennessee Democratic Party
- National Trial Lawyer
- Board of Directors, Cumberland River Compact
- Class Action Trial Lawyers Association, Board Member
- Board of Governor's Tennessee Association for Justice

PRESENTATIONS

- Mr. Stranch regularly speaks at conferences on issues ranging from in-depth reviews of specific cases to developments in the law, including in mass torts, class actions and voting rights.
- Mr. Stranch is one of the founding members of the Cambridge Forum on Plaintiff's Mass Tort Litigation and regularly presents at the forum.

LANGUAGES

- English
- German





James G. Stranch III

FOUNDING MEMBER

Jim Stranch is the senior partner in the complex litigation group, which he helped start on behalf of the firm. He has served as lead counsel in virtually every large complex and other class action in which the firm has served as lead plaintiff.

Mr. Stranch and his wife, Judge Jane Branstetter Stranch of the U.S. 6th Circuit Court of Appeals, were early pioneers of 401(k) ERISA litigation and jointly litigated numerous groundbreaking cases.

One of Mr. Stranch's first hard-earned victories came in 1979 when, along with firm founder Cecil Branstetter, he won a jury verdict in a case against Frosty Morn Meats in Montgomery County. The bankrupt company was found by a jury to have been grossly negligent in its mishandling of more than 500 employees' Christmas monies. The jury returned a nearly \$473,000 judgment against the company's board of directors, and the case helped solidify the firm's reputation in Tennessee as one that fights for workers' interests.

In addition to having founded the firm's class action practice, Mr. Stranch also focuses on Labor and Employment Law, and brings more than four decades of experience in representing labor organizations and individual workers throughout Tennessee and the South. Mr. Stranch also has extensive expertise in matters arising under the National Labor Relations Act, ERISA, Title VII, and wage and hours laws such as the FLSA.

Mr. Stranch has spent his career contributing to its legacy of supporting labor unions, shareholders, small businesses and others. Mentored by the late Cecil Branstetter, Mr. Stranch also strives to mentor the firm's younger attorneys.

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PRACTICE AREAS

- Class Action and Complex Litigation
- Labor and Employment Law
- Personal Injury
- Consumer Protection
- ERISA Trust Funds

EDUCATION

- University of Tennessee College of Law (J.D., 1973)
- University of Tennessee (B.S., 1969)

EXPERIENCE

- Tennessee consumer protection and antitrust action against Microsoft, which led to a \$64 million recovery to the consumer class, including a \$30 million cy pres to Tennessee schools
- Qwest Savings and Investment Plan ERISA litigation, which resulted in a \$57.5 million total payout to class members
- Nortel Networks Corp. ERISA litigation, which was resolved with a \$21.5 million settlement
- Securities litigation on behalf of the State of Tennessee Consolidated Retirement System against Worldcom, which led to a \$7 million recovery
- Shareholder derivative action involving Dollar General Corporation, which resulted in a \$31.5 million recovery
- ERISA/401(k) litigations on behalf of employees and pensioners of Qwest Communications, Inc. (\$57.5 million total value recovery), Xcel Energy Inc. (\$8.6 million recovery), Provident Financial, Inc. (\$8.6 million) and Nortel, Inc. (\$21.5 million recovery)

BAR ADMISSIONS

- Tennessee
- U.S. District Court Middle District of Tennessee
- U.S. District Court Eastern District of Tennessee
- U.S. District Court Western District of Tennessee
- U.S. District Court, Colorado
- U.S. Tax Court
- U.S. Supreme Court
- U.S. 6th Circuit Court of Appeals
- U.S. 8th Circuit Court of Appeals
- U.S. 9th Circuit Court of Appeals

PROFESSIONAL HONORS & ACTIVITIES

Awards

- AV-Rated by Martindale Hubbell
- Best Lawyers in America – Labor and Employment Law
- Mid-South Super Lawyers Edition (2014)
- Super Lawyers (2007 – 2020)

Memberships

- Tennessee State Ethics Commission, Member and Former Chairman
- Tennessee Appellate Court Nominating Committee (Secretary, 1985 – 1991)
- AFL-CIO Lawyer's Coordinating Advisory Committee (1980 – present)
- Nashville Bar Association (1973 – present)
- Tennessee Bar Association (Chairman, Labor Law Section, 1991 – 1992; Member, 1973 – present)

- American Bar Association (1973 – present)
- American Association for Justice (1974 – present)
- Tennessee Association for Justice (1974 – present)
- Phi Delta Phi

COMMUNITY INVOLVEMENT

- Chairman, Tennessee Bureau of Ethics
- Fellow, Nashville Bar Foundation
- Former Secretary, Tennessee Appellate Court Nominating Committee
- Former Member of the AFL-CIO Lawyers Coordinating Advisory Committee
- Former Chairman, Tennessee Bar Association's Labor Law Section





R. Jan Jennings

FOUNDING MEMBER

In the initial years of his career, Jan Jennings represented labor organizations devoted to protecting the rights of employees. During the past 20 years, he has concentrated on providing services to health and pension funds that provide benefits to construction workers. He has also provided personal representation to political and labor leaders throughout the South.

After obtaining an M.B.A. degree, Mr. Jennings worked in a series of managerial positions at General Electric Company, where he was responsible for union and employee relations. Upon graduation from law school, he practiced in Atlanta, Georgia, for a number of years before relocating his practice to Nashville. He joined the firm in 1977.

A native of Johnson City, Tennessee, Mr. Jennings earned his J.D. from the University of Tennessee College of Law, where he served as editor of the Tennessee Law Review. He received his B.S. and M.B.A. degrees from East Tennessee State University.

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PRACTICE AREAS

- ERISA Trust Funds
- Labor Unions

EDUCATION

- University of Tennessee College of Law (J.D., 1974)
 - Editor, *Tennessee Law Review*
- East Tennessee State University,
(M.B.A., 1966)
- East Tennessee State University (B.S., 1964)

EXPERIENCE

Mr. Jennings provides ongoing representation to health and pension funds in connection with litigation concerning:

- Collection of employer delinquencies
- Denial of benefits
- Claims for subrogation/reimbursement to health funds from participants
- Breach of fiduciary duty claims
- Claims against service providers due to errors or omissions, prohibited transactions and breach of fiduciary liability
- Claims against hospitals, drug companies and other providers for excessive claims or costs
- Withdrawal liability
- Federal and state securities violations
- Consumer fraud

This representation of multiemployer funds involves the wide range of subjects encompassed by ERISA, Taft-Hartley, the IRC, HIPAA and PPACA.

BAR ADMISSIONS

- Tennessee
- U.S. District Court Eastern District of Tennessee
- Georgia
- U.S. 5th Circuit Court of Appeals
- U.S. 6th Circuit Court of Appeals
- U.S. 11th Circuit Court of Appeals
- U.S. Court of Appeals Federal Circuit
- U.S. Supreme Court
- U.S. District Court Middle District of Tennessee
- U.S. District Court Western District of Tennessee

PROFESSIONAL HONORS & ACTIVITIES

Awards

- Best Lawyers in America – Labor and Employment Law (2004 – present)
- AV-Rated by Martindale Hubbell (1975 – present)

Memberships

- Tennessee Bar Association
- State Bar of Georgia

COMMUNITY INVOLVEMENT

- Cecil D. Branstetter Scholarship Fund
- Laborers' Care Foundation





John Garvey

FOUNDING MEMBER

Judge (ret.) Jack Garvey has been practicing law for 35 years in St. Louis. He began his career in private practice, then moved to the city's prosecuting attorney office, where he tried 23 cases to verdict. He was then elected to the St. Louis Board of Aldermen, where he served for four years while also practicing as a trial attorney before joining a trial law firm. While in private practice, he tried 25 cases to verdict.

In 1998, Judge Garvey was appointed to the associate circuit court bench, where he served five years until he was elevated to a circuit court position and served for an additional 13 years. During his time on the bench, he presided over 200 jury trials, and served as the chief criminal judge, presiding juvenile court judge and assistant presiding judge, as well as the chief judge of the 22nd Judicial Circuit mass tort docket.

Following his return to private practice in 2015, Judge Garvey has been involved as plaintiff's co-counsel in the Paxil litigation of *Orrick v. GlaxoSmithKline*, St. Louis City Circuit #1322-CC00079; co-lead counsel in the opioids litigation of *Jefferson County v. Williams*, #20JE-CC00029; and local counsel in Roundup cases.

In addition to his litigation work, he has been appointed several times as a special master on discovery matters by St. Louis city and county courts. In addition, Judge Garvey was appointed mediator by the circuit court in the case of the *City of St. Louis v. National Football League* and the *Los Angeles Rams*, having successfully negotiated a \$790 million settlement for the plaintiffs in 2022.

Judge Garvey obtained his B.A. in urban affairs in 1983 from St. Louis University, and earned his J.D. in 1986 from Rutgers University School of Law. He is an adjunct professor of law at Washington University School of Law and St. Louis University School of Law.

Jack resides in South St. Louis with his wife, Kathy, a retired registered nurse. They have four children who also live in St. Louis. Jack enjoys running, reading and grilling.

PHONE

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PRACTICE AREAS

- Class Action
- Mass Tort
- Personal Injury
- Product Liability

EDUCATION

- Rutgers University School of Law (J.D., 1986)
- St. Louis University (B.A., 1983)

BAR ADMISSIONS

- Missouri
- U.S. District Court Eastern District of Missouri
- U.S. District Court Western District of Missouri
- U.S. District Court Southern District of Illinois

PROFESSIONAL HONORS & ACTIVITIES

Awards

- Adjunct Faculty Member of the Year, St. Louis University Law School (2006)
- Person of the Year, Missouri Coalition Against Domestic Violence (2000)
- Pro Bono Legal Professional of the Year, St. Louis University Civil Justice Clinic (2007)
- Honored at the 2023 Missouri Lawyers Association for his role in re: National Prescription Opiate Litigation settlement, which won first place in the Top Settlements category

Memberships

- Bar Association of Metropolitan St. Louis

COMMUNITY INVOLVEMENT

- Adjunct Professor of Law, Washington University Law School – Evidence and Trial Advocacy (2001 – 2015)

- Adjunct Professor of Law, St. Louis University – Trial Advocacy (2005 – 2015)
- President of the board of directors, St. Louis Public Library (2004 – 2008)
- Alderman, 14th Ward of the City of St. Louis (1991 – 1995)

PRESENTATIONS

- "Trends in Mass Torts," HarrisMartin MDL Conference: The Current Mass Tort Landscape (March 2022)
- "Opioid Case Against the Pharmacies," HarrisMartin MDL Conference: Critical Developments in Mass Torts, MDLs, and Game-Changing Jurisprudence (May 2019)





Nathan R. Ring

PARTNER

Nate Ring oversees the firm's Las Vegas office. He concentrates his practice in the areas of labor, employment, ERISA and election law. He has represented working people and their unions across Nevada, Oregon and Washington.

Mr. Ring serves as counsel to the Nevada State AFL-CIO, Southern Nevada Building Trades Unions, the Building and Construction Trades Council of Northern Nevada, and numerous local unions. He has also served as counsel for numerous union-affiliated political action committees. He represents clients in federal and state trial and appellate courts, before administrative agencies, in arbitrations and mediations, and in the negotiation of collective bargaining agreements.

Mr. Ring earned his B.A. in public affairs in 2007 from Wayne State University in Detroit, Michigan. During his undergraduate studies, he managed and worked on Democratic political campaigns and interned for United States Senator Debbie Stabenow. He graduated cum laude in 2010 from the University of Nevada, Las Vegas, William S. Boyd School of Law. During law school, he served as an elected officer of the Student Bar Association and as a law clerk for the UAW legal department. He was awarded the Dean's Graduation Award for Outstanding Achievement and Contribution to the Law School.

Following law school, Mr. Ring clerked for a Nevada District Court Judge, then began his practice of law in the representation of labor unions and employee benefit trust funds. In 2015, he received the Go-to Guy Award from the Nevada State AFL-CIO for advice and counsel provided to the state federation and its affiliates during the legislative session. He is a member of the AFL-CIO Union Lawyers Alliance, and was recognized as a Super Lawyers Rising Star in Labor and Employment Law from 2014 - 2020.

A native of Michigan, Mr. Ring resides in Las Vegas with his wife, Nevada State Senate Majority Leader Nicole Cannizzaro, and their infant son, Case. When not practicing law, Nate enjoys spending time with his family, watching sports and playing an occasional round of golf.

PHONE

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LOCATION

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PRACTICE AREAS

- Labor
- Employment
- ERISA Trust Funds
- Election Law

EDUCATION

- University of Nevada, Las Vegas, William S. Boyd School of Law (J.D., *cum laude*, 2010)
 - Competitor, Conrad Duberstein Bankruptcy Moot Court Competition
 - Secretary, Student Bar Association
- Wayne State University (B.A., Public Affairs, 2007)

EXPERIENCE

- *Lehman v. Nelson*, 943 F.3d 891 (9th Cir. 2019): Represented a Taft-Hartley Pension Plan and argued before the Ninth Circuit in a matter of first impression under the Pension Protection Act of 2006.
- *Glazing Health & Welfare Fund v. Lamek*, 896 F.3d 908 (9th Cir. 2018): Represented multiple Taft-Hartley Trust Funds as amici in a case setting Ninth Circuit precedent on liability of owners as ERISA fiduciaries for unpaid fringe benefit contributions.
- *Lehman v. Nelson*, 862 F.3d 1203 (9th Cir. 2017): Represented a Taft-Hartley Pension Plan in a successful Ninth Circuit appeal of a district court decision concerning contribution reciprocity under the Pension Protection Act of 2006.

- *International Brotherhood of Teamsters, Airline Division v. Allegiant Air, LLC*, 788 F.3d 1080 (9th Cir. 2015): Represented an international labor union and argued before the Ninth Circuit in an appeal raising an issue of first impression concerning bargaining under the Railway Labor Act.
- *W.G. Clark Construction Co. v. Pacific NW Regional Council of Carpenters*, 322 P.3d 1207 (Wash. 2014): Represented a Taft-Hartley Trust Fund as amici in a case that overturned prior Washington Supreme Court precedent, which held that ERISA Trust Funds could not recover contributions through state-required contractor bonds.
- *Operating Engineers Pension Trust v. Thornton Concrete Pumping*, 806 F.Supp.2d 1135 (D. Nev. 2011): Successfully represented Taft-Hartley Trust Funds in obtaining a district court judgment against a general contractor for its subcontractor's unpaid fringe benefit contributions under Nevada Revised Statutes 608.150.

BAR ADMISSIONS

- Nevada
- Washington
- Oregon
- U.S. 9th Circuit Court of Appeals
- U.S. District Court – District of Nevada
- U.S. District Court Western District of Washington
- U.S. District Court Eastern District of Washington
- U.S. District Court – District of Oregon

PROFESSIONAL HONORS & ACTIVITIES

Awards

- Labor Partner of the Year Award from the Southern Nevada Building Trades Unions (2022)
- Super Lawyers Rising Star, Employment and Labor Law (2014 – 2020)
- Go-to Guy Award, Nevada State AFL-CIO (awarded by the executive secretary-treasurer for representation of the labor movement during the 2015 Nevada Legislative Session)
- Young Lawyers Division Fellow, ABA Labor & Employment Law Section (2012)
- Dean's Graduation Award for Outstanding Achievement and Contribution to the Law School, William S. Boyd School of Law, UNLV (2010)

Memberships

- State Bar of Nevada
- Washington State Bar Association
- Oregon State Bar
- International Foundation of Employee Benefit Plans
- AFL-CIO Union Lawyers Alliance

PRESENTATIONS

- "Strategize for Conscious Capital for Turbulent Times," Made in America Taft-Hartley Benefits Summit (2021)
- "LMRDA: An Overview," Southern Nevada Building Trade Unions Conference (2021)
- "Update on the Substance Abuse Epidemic and Controlling Behavioral Health Costs," Made in America Taft-Hartley Benefits Summit (2019)
- "Election Campaigns: Legal Overview," Nevada State AFL-CIO COPE Conference (2018)



STRANCH, JENNINGS & GARVEY
PLLC



Marty Schubert

PARTNER

Marty Schubert focuses his practice on the firm's class action litigation, and currently represents numerous consumers who were charged improper overdraft fees by their banks or credit unions. He also assists with matters relating to voting rights and ballot access, and previously served as the voter protection director for the Tennessee Democratic Party.

Before joining Stranch, Jennings & Garvey, Mr. Schubert was a U.S. associate with Linklaters LLP in London, England, and an associate with Waller Lansden Dortch & Davis, LLP in Nashville. A native Chicagoan, he began his career as a middle school teacher in South Los Angeles. Before attending law school, he worked as a field organizer for the Obama campaign and as an Obama administration appointee at the U.S. Department of Education in Washington, D.C. Prior to beginning his legal practice, he served as a judicial intern with Chief U.S. District Judge Colleen McMahon of the U.S. District Court for the Southern District of New York.

Mr. Schubert is a 2013 graduate of Brooklyn Law School. He graduated cum laude from Georgetown University in 2006 and earned his M.A. in secondary education in 2008 from Loyola Marymount University.

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LOCATION

The Freedom Center
223 Rosa L. Parks Avenue
Suite 200
Nashville, TN 37203

PRACTICE AREAS

- Class Action
- Election Law

EDUCATION

- Brooklyn Law School (J.D., 2013)
 - Member, *Brooklyn Law Review*
- Loyola Marymount University (M.A., Secondary Education, 2008)
- Georgetown University (B.S., Foreign Service, *cum laude*, 2006)

EXPERIENCE

- Obtained hundreds of millions of dollars in class action settlements against banks and credit unions in more than 30 states for the improper assessment of overdraft fees

BAR ADMISSIONS

- Tennessee
- New York

PROFESSIONAL HONORS & ACTIVITIES

Memberships

- Nashville Bar Association
- Tennessee Trial Lawyers Association

PUBLISHED WORKS

- Note, When Vultures Attack: Balancing the Right to Immunity Against Reckless Sovereigns, 78 BROOK L. REV. (Spring 2013)

LANGUAGES

- English
- Spanish

COMMUNITY INVOLVEMENT

- Throughout his career, Mr. Schubert has been involved in local education issues by representing suspended or truant students in administrative proceedings and serving as a committee member of the Nashville Area Chamber of Commerce's Education Report Card.
- He is also a founding board member of The Ubunye Challenge, which raises funds for educational initiatives in southern Africa and the Caribbean through athletic endurance competitions.





Michael G. Stewart

PARTNER

Mike Stewart is a member of the firm's complex litigation practice, representing citizens who have suffered injuries or lost money because of the actions of powerful interests. He has litigated cases that have recovered millions of dollars for defrauded investors, persons injured by defective products and consumers cheated by improper sales practices. He writes and speaks on a variety of legal and public interest topics.

A former member of the Tennessee General Assembly, Mr. Stewart aggressively fought for Tennessee's citizens, at one point calling attention to Tennessee's inadequate gun background check laws by offering an assault rifle for sale at a sidewalk lemonade stand. Mr. Stewart was elected unanimously by his fellow Democratic members to serve as their Caucus Chairman during the 109th, 110th and 111th General Assemblies. During his tenure, Democrats regained seats held by Republicans in all three of Tennessee's Grand Divisions – West, Middle and East Tennessee.

Before attending law school, Mr. Stewart served as an officer in the United States Army, with service in the Korean Demilitarized Zone and in Operation Desert Storm.

Mr. Stewart and his wife, Ruth, have three children, Will, Joseph and Eve. Ruth is a physician and an Associate Dean at Meharry Medical College. They live in East Nashville.

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LOCATION

The Freedom Center
223 Rosa L. Parks Avenue
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Nashville, TN 37203

PRACTICE AREAS

- Class Action and Complex Litigation
- Civil Litigation

EDUCATION

- University of Tennessee College of Law (J.D., *cum laude*, 1994)
 - Student Materials Editor, *Tennessee Law Review*
 - National Moot Court Team
 - Vinson & Elkins Award for Excellence in Moot Court Brief Writing
- University of Pennsylvania (B.A., 1987)

EXPERIENCE

- Represented a class of shareholders in antitrust litigation against many of the nation's largest private equity firms in a suit alleging collusion on large buyout deals. Total settlements exceeded half-a-billion dollars. *Dahl v. Bain Capital Partners* (D. Mass).
- Represented a class of consumers who purchased baby clothing tainted with unlawful levels of chemical skin irritants, resulting in a multi-million-dollar settlement. *Montanez v. Gerber Childrenswear, LLC* (M.D. Cal.).
- Represented a consumer seriously injured by emissions from a residential air cleaner, resulting in a significant settlement. *Bearden v. Honeywell International, Inc.* (M.D. Tenn.).
- Represented a class of shareholders alleging damages from inaccurate financial statements issued by a manufacturer of cellular phone cameras, resulting in a multi-million-dollar settlement. In re: *Omnivision Technologies, Inc.* Litigation (N.D. Cal.).

BAR ADMISSIONS

- Tennessee
- U.S. District Court Middle District of Tennessee
- U.S. District Court Western District of Tennessee
- U.S. 6th Circuit Court of Appeals

PROFESSIONAL HONORS & ACTIVITIES

Awards

- Best Lawyers in America (2008)
- National Trial Lawyers, Top 100 (2019)
- U.S. Eighth Army Distinguished Leader Award

Memberships

- American Bar Association
- Tennessee Bar Association
- Nashville Bar Association
- American Association of Justice

PRESENTATIONS & PUBLISHED WORKS

- Tennessee Bar Association Litigation Forum CLE – “Legislative Update”
- Nashville Bar Association CLE, “Deposition Ethics: Strategies for Taking and Defending Depositions Without Running Afoul of the Model Rules of Professional Conduct”
- “Paul Krugman Unwittingly Fulfills Fiscal Fantasies for Republicans,” *The Hill* (Nov. 18, 2017)
- “Memo to Democratic Donors: the Path to Power Passes Through the States,” *The Hill* (Dec. 22, 2016)

COMMUNITY INVOLVEMENT

- Chairman, Tennessee House Democratic Caucus
- Campaign Treasurer, Mayor Bill Purcell
- Past Member, Metro Nashville Emergency Communications Board
- Past President, Lockeland Springs Neighborhood Association
- Member, East End United Methodist Church



NASHVILLE ATTORNEYS

The Freedom Center, 223 Rosa L. Parks Avenue, Suite 200, Nashville, TN 37203



Karla M. Campbell

OF COUNSEL

EDUCATION

- Georgetown University Law Center (J.D., 2008)
 - Article Selection Editor, *Georgetown Immigration Law Journal*
- University of Virginia (B.A., *highest distinction*, 2002)

CLERKSHIP

- Hon. Jane B. Stranch of the U.S. 6th Circuit Court of Appeals

BAR ADMISSIONS

- Tennessee
- Ohio

PRACTICE AREAS

- Appellate Practice
- Civil Litigation
- Employment Law
- ERISA Trust Funds
- Labor Law

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Kerry Dietz

ATTORNEY

EDUCATION

- Belmont University College of Law (J.D., 2016)
 - Editor-in-Chief, *Belmont Law Review Volume 3*
- George Washington University (B.A., 2009)

BAR ADMISSIONS

- Tennessee
- U.S. District Court for the Middle District of Tennessee
- U.S. 6th Circuit Court of Appeals

PRACTICE AREAS

- Civil Litigation
- Civil Rights Law
- Labor and Employment Law
- Wage and Hour

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Caleb Harbison

ATTORNEY

EDUCATION

- Belmont University College of Law (J.D., 2022)
- Liberty University (M.A., 2017)
- East Tennessee State University (B.S., *magna cum laude*, 2016)

CLERKSHIPS

- Hon. Monte Watkins in Davidson County
- Hughes & Coleman Law Firm
- Tennessee 2nd Judicial District
- Tennessee 10th Judicial District

BAR ADMISSIONS

- Tennessee

PRACTICE AREAS

- Complex Litigation
- Opioid Litigation
- Personal Injury

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NASHVILLE ATTORNEYS

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Michael Iadevaia

ASSOCIATE ATTORNEY

EDUCATION

- Cornell Law School (J.D., *cum laude*, 2019)
 - Articles Editor, *Cornell Law Review*
 - General Mills Award for Exemplary Graduate Teaching
 - CALI Award for Excellence in Labor Law
 - First Place, College of Labor & Employment Lawyers and ABA Section of Labor & Employment Law Annual Law Student Writing Competition
- Cornell University, School of Industrial and Labor Relations (B.S., with honors, 2019)

CLERKSHIP

- Hon. Jane B. Stranch of the U.S. 6th Circuit Court of Appeals
- Federal District Court Judge

BAR ADMISSIONS

- Tennessee (pending)
- New York
- District of Columbia
- U.S. District Court for the Middle District of Tennessee
- U.S. 6th Circuit Court of Appeals

PRACTICE AREAS

- Labor Law
- Employment Law
- ERISA Trust Funds
- Appellate Practice
- Class Action Litigation and Complex Litigation



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Isaac Kimes

PARTNER

EDUCATION

- The University of Memphis, Cecil C. Humphreys School of Law (J.D., 2012)
- Arizona State University (B.S., 2007)

BAR ADMISSIONS

- Tennessee
- Missouri
- U.S. District Court Middle District of Tennessee
- American Bar Association

PRACTICE AREAS

- Personal Injury
- Mass Torts
- Complex Civil Litigation



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Kyle C. Mallinak

ATTORNEY

EDUCATION

- University of Virginia School of Law (J.D., 2013)
 - Editor, *Virginia Law Review*
 - Dean's Scholarship
 - Order of the Coif
 - Outstanding Student Award, National Association of Women Lawyers
- University of South Carolina (B.A., 2010)
 - Graduate of the South Carolina Honors College
 - McNair Scholar

BAR ADMISSIONS

- Colorado
- Tennessee
- U.S. 6th Circuit Court of Appeals
- U.S. District Court for the Eastern District of Tennessee
- U.S. District Court for the Middle District of Tennessee
- U.S. District Court for the Western District of Tennessee

PRACTICE AREAS

- Class Action Litigation and Complex Civil Litigation
- Consumer Rights Litigation
- General Civil Litigation
- Business Litigation

CLERKSHIPS

- Hon. Robert E. Payne of the U.S. District Court for the Eastern District of Virginia
- Hon. Eugene E. Siler of the U.S. 6th Circuit Court of Appeals

NASHVILLE ATTORNEYS

The Freedom Center, 223 Rosa L. Parks Avenue, Suite 200, Nashville, TN 37203



Nathan Martin

STAFF ATTORNEY

EDUCATION

- Nashville School of Law (J.D., 2021)
- University of Tennessee (B.A., 2000)

PRACTICE AREAS

- Civil Litigation
- Class Action

BAR ADMISSIONS

- Tennessee

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Andrew E. Mize

ATTORNEY

EDUCATION

- Louis D. Brandeis School of Law, University of Louisville (J.D., *cum laude*, 2011)
- Centre College (B.A., 2008)
- Culver Military Academy (2004)

BAR ADMISSIONS

- Kentucky
- U.S. District Court for the Western District of Kentucky
- U.S. 6th Circuit Court of Appeals

PRACTICE AREAS

- Civil Litigation
- Appellate Practice
- Criminal Law
- Labor Law

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Jack Smith

ASSOCIATE ATTORNEY

EDUCATION

- University of Tennessee College of Law (J.D., 2018)
- Acquisitions Editor, *Tennessee Law Review* and *Transactions: The Tennessee Journal of Business Law*

- Member of the Appellate Litigation Clinic, where he helped successfully appeal a Fourth Amendment search and seizure case before the Sixth Circuit, *U.S. v. Christian* (6th Cir. 2018)
- The Ohio State University (B.A., *magna cum laude*, 2014)

BAR ADMISSIONS

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

PRACTICE AREAS

- Class Action
- Mass Tort
- Wage and Hour Litigation
- Personal Injury

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K. Grace Stranch

ASSOCIATE ATTORNEY

EDUCATION

- University of Tennessee College of Law (J.D., 2014)
 - American Constitution Society, Founder and President
 - Environmental Law Association, President
 - ENLACE, Event Coordinator
- Rhodes College (B.A., 2010)
 - International Honors Program

BAR ADMISSIONS

- Tennessee

PRACTICE AREAS

- Complex Litigation
- Constitutional Law
- Employment and Discrimination Law
- Environmental Law
- General Litigation
- Labor Law

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Jessica Guerra

ASSOCIATE ATTORNEY

EDUCATION

- William S. Boyd School of Law (J.D., Pro Bono Honors, 2015)
- President of La Voz, the Latin/Hispanic Law Student Association
 - Treasurer, Phi Alpha Delta
 - Event coordinator, Asian Pacific American Law Student Association (APALSA)
- University of Nevada, Las Vegas (B.A., 2012)
- Sigma Theta Psi Multicultural Sorority

BAR ADMISSIONS

- Nevada
- U.S. District Court of the State of Nevada

PRACTICE AREAS

- Labor
- Litigation

ST. LOUIS ATTORNEYS

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Colleen Garvey

ASSOCIATE ATTORNEY

EDUCATION

- Saint Louis University School of Law (J.D., 2020)
- Rockhurst University (B.A., *magna cum laude*, 2016)

CLERKSHIP

- Hon. Colleen Dolan on the Missouri Court of Appeals in the Eastern District

BAR ADMISSIONS

- Missouri
- Illinois
- U.S. District Court for the Eastern District of Missouri

PRACTICE AREAS

- Mass Torts
- Personal Injury
- Class Action Litigation and Complex Litigation
- General Civil Litigation



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Ellen A. Thomas

ASSOCIATE ATTORNEY

EDUCATION

- Saint Louis University School of Law (J.D., 2020)
- Saint Louis University (B.A., 2014)

CLERKSHIP

- Simon Law Firm

BAR ADMISSIONS

- Missouri
- Illinois
- U.S. District Court for the Eastern District of Missouri

PRACTICE AREAS

- Mass Torts
- Personal Injury
- Class Action and Complex Litigation
- General Civil Litigation





STRANCH, JENNINGS & GARVEY
PLLC

Bank Fees

Some banks and credit unions routinely and improperly assess overdraft fees on customers' debit card transactions, even when those transactions do not overdraw customers' account balances, and charge multiple insufficient funds fees on single transactions. These deceptive practices result in significant and unforeseen costs for customers and violate state and federal fair business practice acts, as well as the terms of the account documents of these financial institutions. In addition to settling numerous overdraft fee disputes against banks and credit unions across the U.S., our firm has also obtained multi-million-dollar settlements against financial institutions for improper fee assessments.

ATTORNEYS IN THIS PRACTICE AREA



Kyle C. Mallinak



Nathan Martin



Marty Schubert



J. Gerard Stranch IV



STRANCH, JENNINGS & GARVEY
 PLLC

Class Action

Our firm has a long record of success representing plaintiffs in a substantial number of class action and mass tort cases in state and federal courts throughout the U.S. These cases include some of the most complicated litigation the courts have seen against some of the largest multinational companies. Through these cases, we defend the rights of clients harmed by defective products, pharmaceuticals, industry negligence or illegal practices.

Our attorneys have served as class counsel and as lead, co-lead and liaison counsel in landmark cases and national class actions involving data breach, wage and hour violations, anti-competitive practices, illegal generic drug suppression and bid rigging, defective products and violations of the Telephone Consumer Protection act.

- **In re: Volkswagen “Clean Diesel” Marketing, Sales Practices, and Products Liability Litigation, MDL No. 2672 CRB** (N.D. Cal.) (J. Breyer). Managing partner Gerard Stranch served on the plaintiffs’ steering committee in a coordinated action consisting of nationwide cases of consumer and car dealerships. This action alleged that Volkswagen AG, Volkswagen Group of America and other defendants illegally installed so-called “defeat devices” in their vehicles, which allowed the cars to pass emissions testing but enabled them to emit nearly 40 times the allowable pollution during normal driving conditions. In October 2016, the court granted final approval to a settlement fund worth more than \$10 billion to consumers with two-liter diesel engines, and in May 2017, the court granted final approval to a \$1.2 billion settlement for consumers with three-liter diesel engines, and a \$357 million settlement with co-defendant Bosch.
- **In re: Davidson v. Bridgestone/Firestone, Inc. and Ford Motor Co. No. 00-C2298** (Davidson Circuit, Tennessee) (Soloman/ Brothers). The firm served as lead counsel in a nationwide class action against Bridgestone/Firestone, Inc. and Ford Motor Co. concerning defective tires. A settlement valued at \$34.4 million was reached in conjunction with a companion case in Texas.
- **In re: Cox v. Shell Oil et al., Civ. No. 18844** (Weakley Chancery, Tennessee) (Judge Malon). The firm intervened in a consumer class action composed of all persons throughout the United States who owned or purchased defective polybutylene piping systems used in residential constructions or mobile homes. A global settlement was reached that was valued at \$1 billion.
- **In re: M.S. Wholesale v. Westfax et al., 58CV-15-442** (Circuit Court of Pope County, Arkansas) (J. Sutterfield). The firm served as co-lead counsel on behalf of individuals and entities in a nationwide class action under the Telephone Consumer Protection Act (TCPA) involving the sending of illegal junk facsimiles. The court granted final approval to a class settlement worth \$5.45 million.
- **In re: Horton v. Molina Healthcare, Inc., 4:17-CV-0266-CVE-JFJ** (N.D. Okla.) (J. Eagan). The firm served as co-lead counsel on behalf of individuals and entities in this national class action under the TCPA regarding the sending of illegal junk facsimiles. The court granted final approval to a class settlement worth \$3.5 million.
- **In re: Heilman et al. v. Perfection Corporation, et al., Civ. No. 99-0679-CD-W-6** (W.D. Missouri). The firm served on the executive committee in a nationwide consumer class action composed of all owners or purchasers of a defective hot water heater. A settlement was reached that provided 100% recovery of damages for a possible 14.2 million hot water heaters and any other property damages.

ATTORNEYS IN THIS PRACTICE AREA



Colleen Garvey



Hon. John (Jack) Garvey



Michael Iadevaia



Kyle C. Mallinak



Nathan Martin



Andrew E. Mize



Marty Schubert



Jack Smith



Michael G. Stewart



J. Gerard Stranch IV



James G. Stranch III



K. Grace Stranch



STRANCH, JENNINGS & GARVEY
PLLC

Data Breaches

Security breach notification laws require entities to notify their customers or citizens when they have experienced a data breach and to take certain steps to deal with the situation. This gives these individuals the opportunity to mitigate personal risks resulting from the breach and minimize potential harm, such as fraud or identity theft. Currently, all 50 states, along with the District of Columbia and three U.S. territories have adopted notification laws requiring notification when a breach has occurred.

- **In re: Anthem, Inc. Data Breach Litig., MDL 2617 LHK**, (N.D. Cal. 2016). The firm served as counsel for Plaintiffs in a coordinated action consisting of nationwide cases of consumers harmed by the 2015 criminal hacking of servers of Anthem, Inc. containing more than 37.5 million records on approximately 79 million people receiving insurance and other coverage from Anthem's health plans. The case settled in 2017 for \$115 million, the largest healthcare data breach in U.S. history, and has received final approval.
- **In re: Winsouth Credit Union v. Mapco Express Inc., and Phillips v. Mapco Express, Inc. Case Nos. 3:14-cv-1573 and 1710** (M.D. Tenn.) (J. Crenshaw). The firm served as liaison counsel in consumer and financial institution action stemming from the 2013 hacking of computer systems maintained by Mapco Express, Inc. The cases settled in 2017 for approximately \$2 million.
- **In re: McKenzie et al. v. Allconnect, Inc., 5:18-cv-00359** (E.D. Ky.) (J. Hood). The firm served as class counsel in an action brought on behalf of more than 1,800 current and former employees of Allconnect, Inc., whose sensitive information contained in W-2 statements was disclosed to an unauthorized third party who sought the information through an email phishing scheme. The firm negotiated a settlement providing for direct cash payments to all class members, credit monitoring and identity theft protection plan at no cost, capped reimbursement of documented economic losses incurred per class member and other remedial measures. The approximately \$2.2 million settlement value is one of the largest per capita recoveries in a W-2 phishing litigation.

ATTORNEYS IN THIS PRACTICE AREA



Andrew E. Mize



Jack Smith



J. Gerard Stranch IV



STRANCH, JENNINGS & GARVEY
PLLC

ERISA Trust Funds

Founding member James G. (Jim) Stranch III and his wife, Judge Jane Branstetter Stranch of the U.S. 6th Circuit Court of Appeals, were early pioneers of 401(k) ERISA (Employee Retirement Income Security Act) litigation.

Our attorneys have represented clients and served as lead and co-lead counsel in a wide range of ERISA matters, including Taft-Hartley health and welfare funds JATC apprenticeship funds, defined contribution funds and defined benefit pension funds. In addition, we advise ERISA plan fiduciaries on a variety of administration and compliance issues; establish employee benefit trusts and plans; handle administrative claims and appeals for LTD, STD and other benefits; assist with Department of Labor audits, interpretations, investigations and enforcement; and numerous other issues.

- **In re: Nortel Networks Corp. "ERISA" Litigation, No. 3:03-MD-1537** (M.D. Tenn.) (Nixon). Co-lead counsel in a 401(k)/ESOP class action suit brought on behalf of pension plan participants against fiduciaries of Nortel Network Corp. for violation of duties owed under ERISA. Court approved a settlement that provided a minimum recovery of \$21.5 million plus access to additional monies held by others.
- **In re: Hitchcock v. Cumberland University 403(b) DC Plan, 851 F.3d 522** (6th Cir. 2017). As a result of this case, the university returned hundreds of thousands of dollars to employees' retirement accounts that it had wrongfully withheld. The firm succeeded in setting the precedent that plan participants can take legal claims, such as breach of fiduciary duty, straight to the courts, without having to exhaust administrative remedies through the plan, an issue of first impression in the Sixth Circuit.
- **In re: Qwest Savings and Investment Plan ERISA Litigation, No. 02-RB-464** (D. Colo.) (Blackburn). Co-lead counsel in a 401(k)/ESOP class action suit brought on behalf of pension plan participants against fiduciaries at Qwest Communications and the Trustee, Bankers Trust/Deutsche Bank, for violation of duties owed under ERISA. A settlement was reached which provided a \$33 million cash payment from Qwest Communications to the plan for participants, a \$4.5 million cash payment from Bankers Trust/Deutsche Bank to the plan for participants, a \$20 million guarantee from Qwest Communications from a parallel securities action with the opportunity of more cash from the parallel securities action, and an undetermined amount of cash from a distribution through the U.S. Securities and Exchange Commission Fair Fund established pursuant to Section 308 of the Sarbanes-Oxley Act of 2002, 15 U.S.C. §§7201 et seq.
- **In re: Delphi Corp. ERISA Litigation (Polito v. Delphi Corporation, et al.), No. 05-cv-71249** (E.D. Mich.). Lawsuit brought on behalf of participants in Delphi pension plans alleging that plan fiduciaries breached their duties and responsibilities under ERISA by, among other things, failing to investigate the prudence of an investment in Delphi stock and by making misrepresentations about the company's accounting practices for off-balance sheet financing and vendor rebates dating back to 1999.
- **In re: Global Crossing Ltd. ERISA Litigation, No. 02 Civ. 7453** (S.D. N.Y.) (Lynch). One of several counsel in a 401(k)/ESOP class action suit brought on behalf of pension plan participants against fiduciaries at Global Crossing for violation of duties owed under ERISA. The settlement reached provided a \$79 million cash payment to the Plan for participants and allowed Plan to recover in parallel securities action.
- **In re: Providian Financial Corp. ERISA Litigation, No. C 01-5027** (N.D. C.A.) (Breyer). Co-lead counsel in a 401(k)/ESOP class action suit brought on behalf of the pension plan against fiduciaries of Providian Financial Corp. for violation of ERISA duties. Settlement provided an \$8.6 million cash payment to the plan for participants, lifted company stock sales restrictions in the plan valued between \$3.66 million and \$5.85 million, and allowed plan to recover in a parallel securities action.
- **In re: Xcel Energy, Inc. ERISA Litigation Civ. 02-2677** (D. Minn.) (Doty). Co-lead counsel in a 401(k)/ESOP class action suit brought on behalf of the pension plan against fiduciaries of Providian Financial Corp. for violation of duties owed under ERISA. Settlement reached that provided an \$8.6 million cash payment to the Plan for participants, lifted stock restrictions in the Plan with a value between \$38 million and \$94 million, and allowed the Plan to recover in parallel securities action.
- **In re: Montana Power ERISA Litigation, No. 4:02-0099** (D. Mont.) (Haddon). Co-lead counsel in a 401(k)/ESOP class action suit brought on behalf of pension plan participants against fiduciaries of Montana Power, Touch America and Northwestern Energy and against the Trustee, Northern Trust, for violation of duties owed under ERISA. Settlement was reached that provided a minimum recovery of \$4.9 million plus access to additional monies held by others.

ATTORNEYS IN THIS PRACTICE AREA



Karla M. Campbell



Kerry Dietz



Jessica Guerra



R. Jan Jennings



Nathan R. Ring



James G. Stranch III



STRANCH, JENNINGS & GARVEY
PLLC

Labor Unions

Since our firm was founded more than seven decades ago, we have provided dependable representation for union clients in all employer-employee relations legal matters. Our attorneys are experienced in issues concerning the National Labor Relations Act, ERISA, Title VII, and wage and hours laws such as the FLSA. Our representation ranges from construction, industrial and public sector unions to district and joint councils, State Federations of Labor and Central Labor Councils.

Across the years, we have helped countless clients with union-related challenges, such as collective bargaining, contract negotiation, enforcement of labor-related claims via NLRB or federal court litigation, grievance mediation, restrictive covenant issues, severance agreements and numerous additional union matters.

- **In re: Thompson v. North American Stainless LP.** Our firm helped expand Title VII retaliation protection with this case, which reached the U.S. Supreme Court. The court ruled that North American Stainless' firing of plaintiff employee Eric Thompson violated Title VII and that he could sue because he fell within the zone of interests protected by Title VII.
- **In re: International Brotherhood of Teamsters, Local 651 v. Philbeck, 5:10-cv-105-DCR** (E.D.KY 2018). The firm successfully litigated action requesting a temporary restraining order and permanent injunction by the local union to secure control of the Facebook page belonging to the union.
- **In re: Matthew Denholm, RD of NLRB Region 9 v. Smyrna Ready Mix Concrete, LLC, 5:20-cv-320-REW** (E.D.KY 2019). The firm successfully litigated NLRB charges, culminating in a complaint for injunctive relief, where the federal district court ordered the reinstatement of seven drivers and their plant manager and the reopening of a concrete plant.
- **In re: Zeon Chemicals, L.P. v. UFCW Local 72-D, 949 F.3d 980** (6th Cir. 2020). The firm successfully appealed a district court's reversal of the union's arbitration victory for an unjustly terminated member who was ordered reinstated with full back pay.

ATTORNEYS IN THIS PRACTICE AREA



Karla M. Campbell



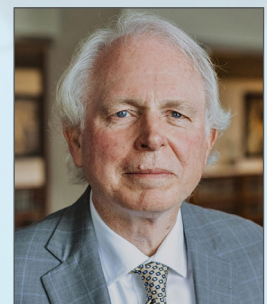
Kerry Dietz



R. Jan Jennings



Nathan R. Ring



James G. Stranch III



STRANCH, JENNINGS & GARVEY
PLLC

Mass Tort

Mass tort lawsuits occur when numerous individuals have been injured or harmed by the same act of negligence of another party, from faulty prescription drugs or medical devices to toxic contamination or defective consumer products. These types of claims provide the compensation each plaintiff needs, rather than a settlement that is split with the other plaintiffs.

Stranch, Jennings & Garvey has the experience and resources to confront the corporations responsible for the harm inflicted on plaintiffs. Our attorneys are well-versed in the necessary strategies for negotiating and litigating mass tort lawsuits, and have successfully represented numerous clients in claims against companies and corporations. Our efforts have produced significant monetary recovery and/or benefits for plaintiffs from many jurisdictions.

- **In re: National Prescription Opiate Litigation.** Managing partner Gerard Stranch was appointed as class counsel for the negotiation class in the multi-district national prescription opioid litigation (MDL 2804) in Cleveland, Ohio. Plaintiffs alleged that the manufacturers of prescription opioids grossly misrepresented the risks of long-term use of those drugs for persons with chronic pain, and distributors failed to properly monitor suspicious orders of those prescription drugs – all of which contributed to the current opioid epidemic. National settlements of up to \$26 billion were reached in 2021 to resolve litigation brought by states and local political subdivisions against three pharmaceutical distributors (McKesson, Cardinal Health and AmerisourceBergen) and manufacturer Janssen Pharmaceuticals, Inc. and its parent company Johnson & Johnson. Jack Garvey, the partner who leads SJ&G's St. Louis office, was instrumental in securing a settlement with these companies for Missouri's counties and cities in the amount of \$183.2 million, as part of a \$458 million overall settlement for the state.

ATTORNEYS IN THIS PRACTICE AREA



Colleen Garvey



Hon. John (Jack) Garvey



Caleb Harbison



Michael G. Stewart



J. Gerard Stranch IV



STRANCH, JENNINGS & GARVEY
PLLC

Personal Injury

For many years, our firm has effectively represented individuals who have been harmed or injured due to third-party carelessness or misconduct. These cases include medical negligence, faulty medical devices, dangerous medications, unsafe property conditions, automobile accidents, and numerous other acts of negligence or disregard for safety that have led to injury and death.

Stranch, Jennings & Garvey proudly works to preserve and restore the rights of clients who have experienced harm due to others' actions, and our firm seeks justice for and successfully obtains full and fair compensation for these victims and their families through litigation, mediation and arbitration.

- **In re: Sullivan Baby Doe case** (originally filed as *Staubus v. Purdue*) against U.S. opioid producers Endo Health Solutions Inc. and Endo Pharmaceuticals Inc., resulting in a \$35 million settlement agreement, the largest per capita settlement achieved by any prosecution with Endo to date
- **In re: Volkswagen "Clean Diesel" Marketing, Sales Practices and Products Liability Litigation**, resulting in approximately \$17 billion in settlements, the largest consumer auto settlement and one of the largest settlements in any matter ever
- **In re: Orrick v. GlaxoSmithKline**, St. Louis City Circuit #1322-CC00079 (Paxil litigation)
- **In re: Jefferson County v. Williams**, #20JE-CC00029 (opioids litigation)
- Davidson County Circuit Court bench trial verdict of \$205,274 following zero offers made prior to trial (January 2022)
- Davidson County Circuit Court jury trial verdict of \$122,755.46 following a top pre-trial offer of \$30,000 (May 2021)

ATTORNEYS IN THIS PRACTICE AREA



Hon. John (Jack) Garvey



Isaac Kimes



J. Gerard Stranch IV



K. Grace Stranch



STRANCH, JENNINGS & GARVEY
PLLC

Product Liability

Our attorneys are well-versed in consumer protection laws and unfair trade practices acts, and have successfully advocated in state and federal courts for many notable cases throughout the U.S. These cases have resulted in multi-million-dollar recoveries for consumers who have been harmed by defective products, dangerous medications, misleading or improper advertising or marketing practices, fraud and other violations of the laws and acts. In addition, our attorneys have served as lead and co-lead counsel on numerous cases.

- **In re: Volkswagen “Clean Diesel” Marketing, Sales Practices, and Products Liability Litigation, MDL No. 2672 CRB** (N.D. Cal.) (J. Breyer). The firm served on the plaintiffs’ steering committee in a coordinated action consisting of nationwide cases of consumer and car dealerships. This action alleged that Volkswagen AG, Volkswagen Group of America and other defendants illegally installed so-called “defeat devices” in their vehicles, which allowed the cars to pass emissions testing but enabled them to emit nearly 40 times the allowable pollution during normal driving conditions. In October 2016, the court granted final approval to a settlement fund worth more than \$10 billion to consumers with two-liter diesel engines. In May 2017, the court granted final approval to a \$1.2 billion settlement for consumers with three-liter diesel engines and a \$357 million settlement with co-defendant Bosch.
- **In re: Montanez v. Gerber Childrenswear, LLC** (M.D. Cal.). The firm represented consumers who purchased baby clothing tainted with unlawful levels of chemical skin irritants, resulting in a multi-million-dollar settlement.
- **In re: Davidson v. Bridgestone/Firestone, Inc. and Ford Motor Co. No. 00-C2298** (Davidson Circuit, Tennessee) (Soloman/ Brothers). The firm served as lead counsel in a nationwide class action against Bridgestone/Firestone, Inc. and Ford Motor Co. concerning defective tires. A settlement valued at \$34.4 million was reached in conjunction with a companion case in Texas.
- **In re: Cox v. Shell Oil et al., Civ. No. 18844** (Weakley Chancery, Tennessee) (Judge Malon). The firm intervened in consumer action composed of all persons throughout the United States who owned or purchased defective polybutylene piping systems used in residential constructions or mobile homes. A global settlement was reached that was valued at \$1 billion.
- **In re: Heilman et al. v. Perfection Corporation, et al., Civ. No. 99-0679-CD-W-6** (W.D. Missouri). The firm served on the executive committee in a nationwide consumer class action composed of all owners or purchasers of a defective hot water heater. A settlement was reached that provided 100% recovery of damages for a possible 14.2 million hot water heaters and any other property damages.

ATTORNEYS IN THIS PRACTICE AREA



Hon. John (Jack) Garvey



Isaac Kimes



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Trucking Accidents

According to the National Safety Council (NSC), 4,842 large trucks nationwide were involved in a fatal crash in 2020 (the last year for which data is available). According to the National Center for Statistics and Analysis (NCSA), an office of the National Highway Traffic Safety Administration (NHTSA), 831 truck occupants and nearly 5,000 other individuals were killed as a result of these crashes in 2020. Between 2017 and 2020, an average of more than 42,000 truck occupants and more than 151,000 other individuals were injured.

These numbers clearly reveal the prevalence of accidents involving large trucks and the damage they inflict on individuals and their families. Our firm has decades of experience in representing victims of trucking accidents who seek compensation to cover physical and material damages.

ATTORNEYS IN THIS PRACTICE AREA



Hon. John (Jack) Garvey



Isaac Kimes



J. Gerard Stranch IV



STRANCH, JENNINGS & GARVEY
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Wage and Hour Disputes

For decades, our firm has represented working people with individual claims or as part of class action litigation regarding their employers' wage and hour compliance. Our attorneys have broad litigation experience on behalf of employees in nearly every industry sector, covering a wide range of violations – from unpaid overtime or “off-the-clock” work to independent contractors, improper wage deductions and exemption requirements. They are well-versed in the provisions of the Fair Labor Standards Act, along with other federal and state statutes, and stay on top of developing case law and changes in current laws.

- **In re: Drummond et. al. v. C.E.C. Electrical Contractors, Inc., 98-1811-III** (Davidson Chancery, Tennessee). The firm served as lead counsel in a class action settlement by employees against their employer for wages and benefits due from a school construction contract between their employer and the Metropolitan-Davidson County Board of Education. A settlement was reached in which employees received 100% of their wages and benefits.

ATTORNEYS IN THIS PRACTICE AREA



Jessica Guerra



Nathan R. Ring



J. Gerard Stranch IV



STRANCH, JENNINGS & GARVEY
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Worker Adjustment and Retraining Notification

The Worker Adjustment and Retraining Notification (WARN) Act is a federal law that helps ensure advance notice to employees in cases of qualified plant closings and mass layoffs. Employers are required to provide written notice 60 days prior to the date of a mass layoff or plant closing, in addition to other requirements. Employees of companies who have not complied with the WARN Act are entitled to certain rights. Our firm has represented clients in numerous cases that have resulted in monetary settlements for employees whose employers did not comply with the law.

- **In re: Kizer v. Summit Partners, Case No. 1:1-CV-38** (E.D. Tenn.) The firm served as lead counsel in class actions on behalf of employees of a closed Summit Partners facility located in Chattanooga, Tennessee. Case was successfully settled for \$275,000.
- **In re: Owens v. Carrier Corp., Case No. 2:08-2331-SHM P** (W.D. Tenn.) The firm served as lead counsel in class action on behalf of former Carrier Corp. employees at the closed Collierville, Tennessee, plant. Case was successfully settled for \$2.1 million on behalf of former employees after lead counsel successfully obtained class certification over plaintiffs' WARN Act claims.
- **In re: Sofa Express Inc., Case No. 07-924** (Bank. M.D. Tenn.) The firm served as lead counsel in class action on behalf of former Sofa Express, Inc. employees at company headquarters and a distribution center in Groveport, Ohio. Case was successfully settled for \$398,000 on behalf of former employees.
- **In re: Robertson et. al v. DSE Inc., Case No. 8:13-cv-1931-T-AEP** (M.D. Fla.). The firm served as lead counsel in class action on behalf of former DSE Inc. employees at Florida and South Carolina manufacturing facilities. Case was successfully settled for more than \$1 million on behalf of former employees.

ATTORNEYS IN THIS PRACTICE AREA



Michael Iadevaia



J. Gerard Stranch IV

EXHIBIT C

COHEN & MALAD, LLP

ATTORNEYS

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Complex Litigation
Resume

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Introduction

Cohen & Malad, LLP is a litigation firm founded in 1968 by a former Indiana Attorney General, a former United States Attorney and three other distinguished lawyers. With 25 experienced attorneys, we litigate cases across multiple practice areas including: class action, mass torts and individual personal injuries, business litigation, family law, as well as commercial litigation and appeals.

Cohen & Malad, LLP enjoys a reputation as one of Indiana's leading class action law firms. Over the last 50 years, the firm has served as class counsel in numerous local, statewide, multi-state, nationwide, and even international class actions. We have also served in leadership positions in numerous multidistrict litigation matters. Our personal injury and medical malpractice trial lawyers have handled high-profile cases against medical providers who subjected hundreds of their patients to unnecessary procedures, sometimes leading to deaths.

Significant Class Actions

Lead Counsel, Co-lead Counsel, or Executive Committee

- ❖ *In re Holocaust Victim Assets Litigation*; Settlement of \$1.25 billion for claims relating to conversion of bank accounts and property of victims of the Holocaust during the Nazi era.
- ❖ *Raab v. R. Scott Waddell, in his official capacity as Commissioner of The Indiana Bureau of Motor Vehicles et al.*, Settlements (including settlement after trial and judgment) of approximately \$100 million in overcharges for motor vehicle and license fees.
- ❖ *In re Ready-Mixed Concrete Antitrust Litigation*; Settlements of over \$60 million for price fixing claims.
- ❖ *In re Iowa Ready-Mix Concrete Antitrust Litigation*; Settlement of over \$18 million for price fixing claims.
- ❖ *Moss v. Mary Beth Bonaventura, in her official capacity as Director of the Department of Child Services et al.* Settlement for underpayment of per diem subsidies owed to families who adopted special needs children out of foster care.
- ❖ *Bank Fee Litigation*. Litigation of hundreds of lawsuits against financial institutions for improper fee assessment and achieving dozens of settlements.

Significant Mass Tort Litigation

Leadership positions in federal multidistrict litigations and state court consolidations

- ❖ *Gilead Tenofovir Cases, JCCP No. 5043, Superior Court for the County of San Francisco, California*. Cohen & Malad, LLP is currently representing patients against Gilead Sciences who were prescribed its TDF-based drugs to treat HIV, for pre-exposure prophylaxis (PrEP) to mitigate HIV risk, or to treat Hepatitis, and suffered serious kidney and bone injuries.

- ❖ *In Re: Zofran (Ondansetron) Products Liability Litigation.* Litigation on behalf of women who took Zofran while pregnant and gave birth to a baby who suffered from a serious birth defect. Litigation is currently pending.
- ❖ *In re: Fresenius Granuflo/Naturalyte Dialysate Products.* Litigation on behalf of dialysis patients alleging Fresenius' dialysis products caused cardiac injuries and death. \$250 million global settlement.
- ❖ *Pain Pump Device Litigation.* Cohen & Malad, LLP served in a National Coordinated Counsel role in litigation against pain pump manufacturers who marketed pain pumps to orthopedic surgeons for continuous intra-articular uses, despite the fact that intra-articular placement of the pain pump catheters was not approved by the FDA. The use of pain pumps in the joint space resulted in deterioration of cartilage, severe pain, loss of mobility or decreased range of motion and use of shoulder.
- ❖ *In Re: Prempro Products Liability Litigation.* Litigation on behalf of women who took the hormone replacement therapy drug Prempro manufactured by Wyeth and suffered strokes, heart attacks, endometrial tumors or breast cancers. Global settlement for more than \$890 million to settle roughly 2,200 claims.

Significant Mass Medical Malpractice Actions

Co-Lead counsel for mass litigation

- ❖ *Mass tort medical malpractice cases involving over 280 claimants against an ENT physician settled for more than \$59 million.*
- ❖ *Mass tort medical malpractice cases involving more than 260 claimants against a Northwest Indiana cardiology group settled for more than \$67 million.*

Our Attorneys

Irwin B. Levin, Managing Partner



Irwin joined Cohen & Malad, LLP in 1978 and concentrates his practice in the areas of class action, mass torts and commercial litigation. Irwin served on the Executive Committee in litigation against Swiss Banks on behalf of Holocaust victims around the world which culminated in a historic \$1.25 billion settlement. He has also served as lead counsel in class action cases around the country since 1983 including two class action cases against the Indiana Bureau of Motor Vehicles, which settled for nearly \$100 million, and was Co-Lead Counsel in two major antitrust cases against the concrete industry. Those cases settled for over \$75 million. Irwin has also served in leadership in various MDL and mass tort cases such as Pain Pump and Hormone Therapy litigation. Irwin currently is counsel for dozens of Indiana cities and counties in litigation against companies responsible for the opioid epidemic.

David J. Cutshaw

David's practice includes both class action and mass medical malpractice litigation. He served as co-lead counsel to successfully negotiate over \$59 million in settlements for more than 280 plaintiffs against former ENT surgeon Mark Weinberger who performed unnecessary sinus surgeries, negligent surgeries, and abandoned his patients. Weinberger was sentenced to seven years in jail for health care fraud. David acted as co-lead counsel in 263 claims against a Northwest Indiana cardiology group alleged to have unnecessarily implanted pacemakers and defibrillators and performed unnecessary cardiac vessel stenting. Those claims were recently settled for over \$67 million. He has also tried numerous medical malpractice jury trials as first chair.



Gregory L. Laker



Greg is the chair of the personal injury practice group and oversees the firm's dangerous drug and defective medical device litigation team. Greg and his team have held leadership positions in several multidistrict litigations including In re: Prem Pro Products Liability, Pain Pump Device Litigation, In re: Consolidated Fresenius Cases (Granuflo), In re: Testosterone Replacement Therapy Products Liability, and others. Greg also oversees the firm's sexual abuse litigation team and litigates cases involving molestation committed by perpetrators in institutional care facilities, sports and organizational groups, churches, schools, and doctor or medical offices.

Richard E. Shevitz

Richard is the chair of the class action practice group and handles a wide variety of class action lawsuits, including claims against insurance companies, manufacturers, and governmental entities. He led the trial court proceedings and handled the appeal of a class action on behalf of drivers who had been overcharged for fuel prices by a publicly held trucking company, which resulted in a judgment of approximately \$5 million which was upheld on appeal. He also played a key role in the historic class action litigation bringing Holocaust-era claims against Swiss banks, which resolved for \$1.25 billion, as well as the prosecution of Holocaust-related claims against leading German industrial enterprises, which were resolved through a \$5 billion fund.



Lynn A. Toops



Lynn is a partner in the class action group and focuses her practice on high-stakes consumer protection litigation. Lynn and her team are currently litigating hundreds of class actions against financial institutions across the country for the improper assessment of various fees and have returned over \$100 million to well over one million consumers. Lynn is also a nationwide leader in data breach litigation and is currently litigating and settling dozens of those cases on behalf of consumers. Lynn also represents cities and counties across Indiana that are battling the opioid prescription epidemic via litigation against manufacturers and distributors of prescription opioids. Lynn also served in a leading role in litigation against the state of Indiana for failure to pay promised adoption subsidy payments to families who adopted special needs children out of the state's foster care program.

Arend J. Abel

Arend's practice includes complex litigation and appeals. His clients range from governmental entities to businesses of all sizes, from Fortune 500 companies to sole proprietors. His legal career includes work for former Indiana attorney general Pamela Carter, for whom he served as special counsel. In that role, Arend briefed and argued two cases on the merits before the United States Supreme Court. He has also briefed and argued numerous cases before the Indiana State Supreme Court and State and Federal Trial and Appellate Courts. Arend supports the class action practice group via briefing on complex issues at the trial and appellate court level.



Scott D. Gilchrist



Scott is a class action attorney and concentrates his practice on antitrust, securities fraud, and consumer protection matters. Scott was a principal attorney in two antitrust cases against suppliers of ready-mixed concrete on behalf of small businesses, farmers and individuals. In re: Ready Mixed Concrete Antitrust Litigation, which settled for nearly \$60 million and In re: Iowa Ready Mix Concrete Antitrust Litigation, which settled for more than \$18 million.

Vess A. Miller

Vess is a class action attorney and focuses his practice on consumer protection matters. He uncovered hundreds of illegal charges made by the Indiana BMV and gave closing arguments at trial. After a ruling for drivers, that case settled for over \$62 million in refunds. Vess has also successfully litigated predatory lending claims against payday lenders that charged interest rates exceeding 1,000% APR. He defeated arbitration clauses that would have left consumer with no recovery, and successfully defended the wins at the Indiana Court of Appeals, the Indiana Supreme Court, and ultimately the United States Supreme Court.



Gabriel A. Hawkins



Gabriel is a class action and complex litigation attorney. He is an integral part of the firm's mass medical malpractice litigation team. He helped represent over 280 plaintiffs in lawsuits against former ENT surgeon Mark Weinberger who performed unnecessary sinus surgeries, negligent surgeries, and abandoned his patients. Weinberger was sentenced to seven years in jail for health care fraud. Gabriel's work contributed to the successful \$59 million global settlement for these plaintiffs.

Lisa M. La Fornara

Lisa handles complex civil litigation, including class and representative actions, with a focus on consumer protection, financial services, and data security matters. Lisa has actively litigated hundreds of actions against financial institutions and has helped consumers recover tens of millions of dollars in improperly collected fee revenue. Lisa has helped achieve leading settlements in actions against companies that failed to protect their customers' most sensitive data, providing meaningful equitable and financial relief for victims who experienced or are likely to experience identity theft and fraud. Lisa has also uncovered and obtained refunds for consumers who were systematically underpaid by their insurers following the total loss of their vehicles and has represented whistleblowers in *qui tam* and False Claims Act cases involving fraud against the government.



Natalie A. Lyons



Natalie Lyons focuses on complex and class action matters. Over her career, she has represented consumer and civil rights plaintiffs in federal and state class actions around the country—including two federal civil rights trials that resulted in merits wins for plaintiffs. She has litigated against the federal Departments of Homeland Security and Education, state correctional agencies, and an array of commercial defendants. She is presently litigating complicated class actions in state and federal courts under consumer protection laws, the Telephone Consumer Protection Act and state contract and fraud laws.

Prior to joining Cohen & Malad, LLP, Natalie advocated on behalf of marginalized communities in litigation, direct representation and policy advocacy at the Southern Poverty Law Center (Montgomery, AL), Housing & Economic Rights Advocates (Oakland, CA) and Equal Rights Advocates (San Francisco, CA). In her role as an advocate for racial and social justice, she has appeared on panels; authored reports, op-eds and white papers; and testified on behalf of legislation. Here in Indiana, she served on the 2017 Spirit & Place Festival panel: Liberty & Justice for All?

Amina A. Thomas

Amina handles class action matters involving litigation against insurance companies on behalf of policy holders in a variety of matters involving policy holder benefits and rights. Her work also includes representing consumers and businesses in data breach litigation across the country.



Emily D. Kopp



Emily is class action attorney focused on complex litigation involving consumer protection matters. She litigates matters against financial institutions related to improperly collected fee revenue. Emily also represents consumers in data breach litigation against businesses who failed to properly safeguard sensitive client personal identifying information.

Mary Kate Dugan

Mary Kate Dugan is a skilled litigator specializing in class action lawsuits against hospitals, employers, and other trusted entities that mishandle plaintiffs' private information. With a strong background in employment law, Mary Kate brings valuable legal experience to her role at Cohen &



Malad, LLP. She has successfully represented numerous individual employees in various legal matters such as breach of contract, discrimination, retaliation, and whistleblower cases. Notably, shortly after being sworn into the bar, Mary Kate presented her first jury trial, securing a favorable verdict for her client. As a law clerk, Mary Kate authored an appellate brief resulting in a partial reversal for her client at the Fifth Circuit Court of Appeals.

Edward ‘Ned’ B. Mulligan V

Ned handles product liability matters in the firm’s dangerous pharmaceutical drug and defective medical device practice group. He has served in mass tort leadership roles on several multidistrict litigations including, *In re: Testosterone Replacement Therapy Products Liability Litigation*, and *In re: Consolidated Fresenius Cases (Granuflo)*. Ned is a named member of the Plaintiff Steering Committee for *In re: Zofran (Ondansetron) Products Liability Litigation*. Ned has also written articles regarding mass tort litigation for *Trial Magazine*.



Jonathon A. Knoll



Jon is a product liability attorney in the firm’s dangerous pharmaceutical drug and defective medical device practice group. He has served in mass tort leadership roles for *Biomet Metal on Metal Hip Replacement System Litigation* in Indiana state court, *Gilead Tenofovir Cases*, JCCP No. 5043, as well as the multidistrict litigation *In re: Consolidated Fresenius Cases (Granuflo)*. Jon speaks nationally on various topics related to mass tort litigation and has also written articles regarding mass tort litigation for *Trial Magazine*.

Laura C. Jeffs

Laura is a class action and product liability attorney. Her work includes class action privacy claims involving data breaches and consumer protection claims. Laura represents people who have been injured by dangerous pharmaceutical and defective medical devices in litigation involving pain pump devices, hormone replacement therapy, transvaginal mesh implants, tainted steroid injections, talcum powder ovarian cancer claims, and tenofovir drug litigation.



Antitrust Cases

- ***In re Bromine Antitrust Litigation***, U.S. District Court, Southern District of Indiana.
Liaison Counsel for the class in price-fixing issue. Settlement valued at \$9.175 million.
- ***In re Ready-Mixed Concrete Antitrust Litigation***, U.S. District Court, Southern District of Indiana.
Co-Lead Counsel in a consolidated class action alleging a price-fixing conspiracy among all of the major Ready-Mixed Concrete suppliers in the Indianapolis area. The total settlements provided for a recovery of \$60 million, which allowed for a net distribution to class members of approximately 100% of their actual damages.
- ***In re Iowa Ready-Mix Concrete Antitrust Litigation***, U.S. District Court, District of Iowa.
Co-lead counsel in class action alleging a price-fixing conspiracy among major suppliers of Ready-Mixed Concrete in northwest Iowa and the surrounding states. Settlements totaled \$18.5 million, which allowed for a net distribution to class members of approximately 100% of their actual damages.

Consumer Protection Cases

- ***Raab v. R. Scott Waddell, in his official capacity as Commissioner of The Indiana Bureau of Motor Vehicles et al., and Raab v. Kent W. Abernathy, in his official capacity as Commissioner of The Indiana Bureau of Motor Vehicles et al.***, Marion County Indiana, Superior Court.
Actions on behalf of Indiana drivers who had been systematically overcharged by the Indiana Bureau of Motor Vehicles for driver's licenses, registrations, and other fees. Achieved a combined total \$100 million recovery providing either credits or refund checks to over 4 million drivers in amounts that equaled the agreed overcharge amounts.
- ***Moss v. Mary Beth Bonaventura, in her official capacity as Director of The Indiana Department of Child Services, et al.***, LaPorte County Indiana, Superior Court.
Action on behalf of Indiana families that adopted special needs children from out of DCS foster care and who were denied an adoption subsidy payment. Achieved settlement over \$15 million providing checks to benefit over 1,880 special needs children, with the average settlement check near \$5,000 and a substantial number exceeding \$10,000.
- ***Coleman v. Sentry Insurance***, United States District Court, Southern District of Illinois.
Class action on behalf of insured for failure to honor premium discounted features of automobile insurance policy; Settled for \$5.7 million cash fund, with direct payments to class members averaging over \$550.

- ***Econo-Med Pharmacy v. Roche***, United States District Court for the Southern District of Indiana. \$17 million common fund recovery in TCPA class action.
- ***Plummer v. Nicor Energy Services Company***, U.S. District Court, Southern District of Indiana. Class counsel in multistate class action on behalf of utility customers for deceptive charges on utility bills. Resolved for \$12 million cash settlement.
- ***Price v. BP Products North America Inc.***, U.S. District Court, Northern District of Illinois. Class counsel in multi-state class action on behalf of motorists that purchased contaminated gasoline recalled by BP. Achieved settlement of \$7 million.
- ***Wilmoth et al. v. Celadon Trucking Services***, Marion County Indiana, Superior Court. Appointed Class Counsel and obtained judgment, which was upheld on appeal, for approximately \$5 million in favor of nationwide class of long-distance drivers who had compensation improperly withheld by Celadon from fuel purchases.
- ***Means v. River Valley Financial Bank, et al.***, Marion County Indiana, Superior Court. Action involving prepaid burial goods and services in Madison, Indiana. Cemetery owners and banks who served as the trustees for the prepaid burial funds violated the Indiana Pre-Need Act and other legal duties, which resulted in insufficient funds to provide class members' burial goods and services at death. Settlements valued at \$4 million were achieved to ensure that thousands of class members' final wishes will be honored.
- ***Meadows v. Sandpoint Capital, LLC***, and ***Edwards v. Apex 1 Processing, Inc.***, Marion County Indiana, Circuit Court. Class actions brought against internet-based payday lenders. Settlement provided reimbursement for fees and expenses that exceeded amounts permitted by the Indiana payday loan act.
- ***Edwards v. Geneva-Roth Capital, Inc.***, Marion County Indiana, Circuit Court. Class action brought against internet-based payday lenders. Achieved settlement over \$1 million providing checks for over 6,000 individuals.
- ***Colon v. Trinity Homes, LLC and Beazer Homes Investment Corp***, Hamilton County Indiana, Superior Court. Class counsel in statewide settlement providing for remediation of mold and moisture problems in over 2,000 homes. Settlement valued at over \$30 million.
- ***Whiteman v. Time Warner Entertainment Company, L.P.***, Marion

County, Indiana, Superior Court.

Successfully appealed to the Indiana Supreme Court challenging the application of the voluntary payment doctrine for class of cable subscribers. Following this victory, Cohen & Malad, LLP negotiated a multi-million-dollar settlement for class members.

- ***Hecht v. Comcast of Indianapolis***, Marion County Indiana, Circuit Court. Represented a class of Comcast cable subscribers challenging arbitrarily determined late fees as unlawful liquidated damages. Obtained a multi-million-dollar settlement on the eve of trial.
- ***Littell et al. v. Tele-Communications, Inc. (AT&T) et al.***, Morgan County, Indiana, Superior Court. Lead counsel in nationwide class action challenging late fee charges imposed by cable television companies. The total value of the nationwide settlement exceeded \$106 million.
- ***Bridgestone/Firestone, Inc., ATX, ATX II and Wilderness Tires Products Liability Litigation***, U.S. District Court, Southern District of Indiana.
Court-appointed Liaison Counsel and Executive Committee Member in consolidated litigation involving international distribution of defective tires.
- ***Tuck v. Whirlpool et al.***, Marion County, Indiana, Circuit Court. Appointed Class Counsel in nationwide class action regarding defective microwave hoods. Settlement achieved in excess of \$7 million.
- ***Hackbarth et al. v. Carnival Cruise Lines***, Circuit Court of Dade County, Florida.
Class Counsel in nationwide action challenging cruise lines' billing practices. Settlement valued at approximately \$20 million.
- ***Kenro, Inc. v. APO Health, Inc.***, Marion County Indiana, Superior Court. Appointed Class Counsel in case alleging violations of the Federal Telephone Consumer Protection Act (TCPA), 47 U.S.C. § 227. Settlement negotiated to create a common fund of \$4.5 million and provide benefits to class members of up to \$500 for each unsolicited fax advertisement received.
- ***Shilesh Chaturvedi v. JTH Tax, Inc. d/b/a Liberty Tax Service***, Court of Common Pleas, Allegheny County, Pennsylvania.
Class Counsel in case involving Federal Telephone Consumer Protection Act (TCPA), 47 U.S.C. § 227. Settlement valued at \$45 million.
- ***Kenro, Inc. and Gold Seal Termite and Pest Control Company v. PrimeTV, LLC, and DirecTV, Inc.***, Marion County Indiana, Superior Court. Class Counsel in case involving the federal Telephone Consumer Protection Act (TCPA), 47 U.S.C. § 227. Following certification, the parties entered into nationwide settlement providing class members with benefits worth in excess of \$500 million.

- ***Econo-Med Pharmacy, Inc. v. Roche Diagnostics Corp. et al.***, U.S. District Court, Southern District of Indiana.
Class Counsel in Telephone Consumer Protection Act case alleging medical device company sent unsolicited junk faxes to 60,000 U.S. pharmacies. Settlement for \$17 million.
- ***McKenzie et. al. v. Allconnect, Inc.***, U.S. District Court, Eastern District of Kentucky.
Class action on behalf of consumers whose highly sensitive personally identifiable information was compromised as a result of a data breach. Settlement for \$500,000, five (5) years of credit monitoring services, and monetary payments of \$100 to each settlement class member.

Bank Fee Cases

- ***Hill v. Indiana Members Credit Union***, Marion County Indiana, Superior Court.
Class action on behalf of credit union members who were improperly assessed (1) non-sufficient funds fees on accounts that were never actually overdrawn; (2) multiple non-sufficient funds fees on a single transaction; (3) out of network ATM withdrawal fees; and (4) ATM balance inquiry fees. Settlement for \$3 million.
- ***Plummer v. Centra Credit Union***, Bartholomew County Indiana, Superior Court.
Class action on behalf of consumers who were improperly assessed overdraft fees on accounts that were never actually overdrawn. Settlement for \$1.5 million.
- ***Terrell et. al. v. Fort Knox Federal Credit Union***, Hardin County Kentucky, Circuit Court.
Class action on behalf of consumers who were improperly assessed (1) overdraft fees on transactions that were previously authorized on a sufficient available balance and (2) multiple insufficient funds fees on a single transaction. Settlement for \$4.5 million.
- ***Martin v. L&N Federal Credit Union***, Jefferson County Kentucky, Circuit Court.
Class action on behalf of consumers who were improperly assessed overdraft fees on accounts that had sufficient funds to cover the transactions. Settlement for \$2.575 million.
- ***Cauley v. Citizens National Bank***, Sevier County Tennessee, Circuit Court.
Class action on behalf of consumers who were improperly assessed overdraft fees on transactions that did not actually overdraw checking accounts. Settlement for \$500,000.

- ***Norwood v. The Camden National Bank***, Cumberland County Maine, Business and Consumer Court.
Class action on behalf of consumers who were improperly assessed overdraft fees on accounts that were never actually overdrawn and also on phantom transactions—where an accountholder never made a withdrawal request and where an account balance was never reduced. Settlement for \$1.2 million.
- ***Tisdale v. Wilson Bank and Trust***, Davidson County Tennessee, Chancery Court.
Class action on behalf of consumers who were improperly assessed overdraft fees on transactions that were previously authorized on an account with sufficient funds. Settlement for \$550,000.
- ***Johnson et. al. v. Elements Financial Credit Union***, Marion County Indiana, Commercial Court.
Class action on behalf of consumers who were improperly assessed (1) overdraft fees on accounts that were never actually overdrawn; and (2) multiple insufficient funds fees on a single transaction. Settlement for \$775,000.
- ***Holt v. Community America Credit Union***, U.S. District Court, Western District of Missouri.
Class action on behalf of consumers who were improperly assessed overdraft fees on accounts that were never overdrawn and multiple fees on a single item or transaction returned for insufficient funds. Settlement for \$2.325 million.
- ***Hawley et. al. v. ORNL Federal Credit Union***, Anderson County Tennessee, Circuit Court.
Class action on behalf of consumers who were improperly assessed (1) overdraft fees on transactions that did not actually overdraw checking accounts; (2) overdraft fees on transactions made on the same day that a direct deposit should have been made available to cover the transaction subject to an overdraft fees; and (3) multiple non-sufficient funds fees on a single transaction. Settlement for \$470,000.
- ***Graves v. Old Hickory Credit Union***, Chancery Court of Tennessee.
Action on behalf of credit union members who were charged overdraft fees on debit card and ATM transactions when the member's Available Balance was negative, but the member's Ledger Balance was positive. Settlement for \$500,000.

Human Rights Cases

- ***In re Holocaust Victims Assets Litigation***, U.S. District Court, Eastern District of New York.
Selected as one of ten firms from the U.S. to serve on the Executive Committee in the prosecution of a world-wide class action against three

major Swiss banks to recover assets from the Nazi era. This litigation resulted in a \$1.25 billion settlement in favor of Holocaust survivors.

- ***Kor v. Bayer AG***, U.S. District Court, Southern District of Indiana.
Action against an international pharmaceutical company for participating in medical experiments on concentration camp inmates during World War II. This action was resolved as part of a \$5 billion settlement negotiated under the auspices of the governments of the U.S. and Germany and led to the creation of the *Foundation for Remembrance, Responsibility and the Future*.
- ***Vogel v. Degussa AG***, U.S. District Court, District of New Jersey.
Action against a German industrial enterprise for enslaving concentration camp inmates during World War II for commercial benefit. This action also was resolved in connection with the settlement which created the *Foundation for Remembrance, Responsibility and the Future*.

Health Care/Insurance Cases

- ***In re Indiana Construction Industry Trust***, Marion County, Indiana, Circuit Court.
Lead Counsel in action against an insolvent health benefits provider from Indiana and surrounding states. Recovered approximately \$24 million for enrollees, providing nearly 100% recovery to victims.
- ***Coleman v. Sentry Insurance a Mutual Company***, United States District Court, Southern District of Illinois.
Class Counsel on behalf of 6,847 policy holders in 11 states against insurer for breaching refund feature of auto insurance policies, which resulted in recovery of \$5,718,825.
- ***Davis v. National Foundation Life Insurance Co.***, Jay County, Indiana, Circuit Court.
Class Counsel in action involving insureds who were denied health insurance benefits as a result of National Foundations' inclusion and enforcement of pre-existing condition exclusionary riders in violation of Indiana law. The settlement provided over 85% recovery of the wrongfully denied benefits.

Securities Fraud Cases

- ***Grant et al. v. Arthur Andersen et al.***, Maricopa County Arizona, Superior Court.
Lead counsel in class action arising from the collapse of the Baptist Foundation of Arizona, involving losses of approximately \$560 million. Settlement achieved for \$237 million.
- ***In re: Brightpoint Securities Litigation***, U.S. District Court, Southern District of Indiana.
Class Counsel in securities fraud action that resulted in a \$5.25 million

settlement for shareholders.

- ***City of Austin Police Retirement System v. ITT Educational Services, Inc., et al***, U.S. District Court, Southern District of Indiana.
Co-lead counsel in action alleging misrepresentations by defendant and certain principals concerning enrollment and graduate placement, and a failure to disclose multiple federal investigations into defendant's operations and records.
- ***Beeson and Gregory v. PBC et al.***, U.S. District Court, Southern District of Indiana.
Class Counsel in a nationwide class action with ancillary proceedings in the District of Connecticut, and the Southern District of Florida. Multi-million-dollar settlement that returned 100% of losses to investors.
- ***In re: Prudential Energy Income Securities Litigation***, U.S. District Court, Eastern District of Louisiana.
Counsel for objectors opposing a \$37 million class action settlement. Objection successfully led to an improved \$120 million settlement for 130,000 class members.
- ***In re: PSI Merger Shareholder Litigation***, U.S. District Court, Southern District of Indiana.
Obtained an injunction to require proper disclosure to shareholders in merger of Public Service Indiana Energy, Inc. and Cincinnati Gas & Electric.
- ***Dudley v. Ski World, Inc.***, U.S. District Court, Southern District of Indiana.
Class counsel for over 5,000 investors in Ski World stock. Multi-million-dollar settlement.
- ***Stein v. Marshall***, U.S. District Court, District of Arizona.
Class Counsel Committee member in action involving the initial public offering of Residential Resources, Inc. Nationwide settlement achieved on behalf of investors.
- ***Dominijanni v. Omni Capital Group, Ltd. et al.***, U.S. District Court, Southern District of Florida.
Co-lead counsel in securities fraud class action. Nationwide settlement on behalf of investors.

Mass Medical Malpractice

- **Weinberger Litigation**, \$59 million in settlements.
This litigation involved 282 plaintiffs who were patients of former ENT surgeon Mark Weinberger of Merrillville, Indiana. This mass medical malpractice included complaints ranging from unnecessary sinus surgeries and negligently performed surgeries to patient abandonment. Weinberger [fled](#) the country after more than a dozen medical malpractice lawsuits were filed against him. He was also indicted on 22 counts of health care fraud and was later apprehended at the foot of the Italian Alps. Weinberger was

ultimately sentenced to 7 years in prison for insurance fraud. Cohen & Malad, LLP attorneys served as Co-Counsel in these medical malpractice lawsuits and successfully negotiated \$59 million in settlements for the people Weinberger harmed.

- **Northwest Indiana Cardiology Group Litigation**, \$67 million settlement. This litigation involved over 260 claimants who were patients of a cardiology practice in northwest Indiana. This mass tort medical malpractice included complaints of unnecessary heart surgeries, coronary artery stenting, peripheral stenting, and pacemaker and defibrillator implantations, as well as negligent credentialing claims. Cohen & Malad, LLP attorneys are served as Co-Counsel in these medical malpractice lawsuits and successfully negotiated a settlement of over \$67 million.

Mass Tort Pharmaceutical Drug and Medical Device Litigation

- **Gilead Tenofovir Cases**, JCCP No. 5043 (*pending*)
Cohen & Malad, LLP is currently representing patients against Gilead Sciences who were prescribed its TDF-based drugs to treat HIV, for pre-exposure prophylaxis (PrEP) to mitigate HIV risk, or to treat Hepatitis, and suffered serious kidney and bone injuries. Thousands of cases are pending in the Superior Court for the County of San Francisco, California.
- **Strattice Biologic Mesh** (*pending*)
Cohen & Malad, LLP is representing patients against LifeCell Corporation and Allergen who suffered injuries, including revision or removal surgeries, after receiving a Strattice mesh product for hernia repairs. These cases are currently pending in New Jersey State Court.
- **In Re: Zofran (Ondansetron) Products Liability Litigation**, MDL No. 2657 (D. Mass) (*pending*)
Cohen & Malad, LLP serves on the Plaintiff's Steering Committee, Narrative Committee, and Discovery, Briefing, and Science Committees in an action on behalf of women who took Zofran while pregnant and gave birth to a baby who suffered from a serious birth defect.
- **In re: Johnson & Johnson Talcum Powder Products Marketing, Sales Practices and Products Liability Litigation**, MDL No. 2738 (D. N.J.) (*pending*)
Cohen & Malad, LLP is currently representing women who used Johnson & Johnson's talcum powder products for feminine hygiene and were diagnosed with ovarian cancer. Thousands of cases are currently pending.
- **In Re: National Prescription Opiate Litigation**, MDL No. 2804 (N.D. Ohio) (*pending*)
Cohen & Malad, LLP is currently representing dozens of Indiana cities and counties in litigation against the manufacturers and distributors of opioid pain medications. This litigation is focused on combating the prescription opioid epidemic and replenishing valuable resources for Indiana

communities that have spent vital economic resources responding to public health and safety issues resulting from this epidemic.

- **Biomet Metal on Metal Hip Replacement System** (pending)
Cohen & Malad, LLP is representing patients in Indiana state court who were implanted with a Biomet M2a metal on metal hip replacement system and suffered serious injuries such as significant pain, tissue destruction, bone destruction, and metallosis. In many cases, revision surgeries were necessary within just a few years of implantation.
- ***In Re: Zantac (Ranitidine) Products Liability Litigation***, MDL No. 2924, (S.D. FL.) (*pending*)
Cohen & Malad, LLP is representing patients who were diagnosed with cancer following the use of Zantac (ranitidine). The U.S. Food and Drug Administration issued a recall for all Zantac (ranitidine) drugs including over the counter and prescription formulas on April 1, 2020.
- ***In Re: Cook Medical, Inc., IVC Filters Marketing, Sales Practices and Products Liability Litigation***, MDL No. 2570 (S.D. Ind.) (*pending*)
Cohen & Malad, LLP is representing patients alleging serious injury related to the use of Cook Medical's inferior vena cava (IVC) filters.
- ***In Re: Prempro Products Liability Litigation***, MDL No. 1507
Cohen & Malad, LLP litigated hundreds of claims against Wyeth, the manufacturer of Prempro, for women who took hormone replacement therapy drug Prempro and suffered stroke, heart attacks, endometrial tumors or breast cancers. Wyeth agreed to a global settlement for more than \$890 million to settle roughly 2,200 claims.
- **Pain Pump Device Litigation**
No MDL existed for this litigation. Cohen & Malad, LLP served in a National Coordinated Counsel role. This litigation was against pain pump manufacturers who marketed pain pumps to orthopedic surgeons for continuous intra-articular uses, despite the fact that intra-articular placement of the pain pump catheters was not approved by the FDA. The use of pain pumps in the joint space resulted in deterioration of cartilage, severe pain, loss of mobility or decreased range of motion and use of shoulder.
- **Yaz**
Cohen & Malad, LLP represented hundreds of women in claims against Bayer over its Yaz and Yasmin birth control oral contraceptive. These drugs contained a synthetic version of estrogen called drospirenone that was linked to an increased risk for blood clots, stroke, and heart attack. As of January 2016, Bayer agreed to pay \$2.04 billion to settle over 10,000 claims for blood-clot injuries.

- **Transvaginal Mesh**
Cohen & Malad, LLP represented hundreds of women in claims against transvaginal mesh manufacturers Ethicon, C.R. Bard, Boston Scientific, and American Medical Systems. Mesh implants are synthetic material used to support organs in women who suffer from pelvic organ prolapse and stress urinary incontinence. The FDA received thousands of complaints from women who suffered serious personal injury including perforated organs, infection, severe pain, and erosion of the mesh.
- ***In Re: Testosterone Replacement Therapy Products Liability Litigation***, MDL No. 2425 (N.D. III.)
Cohen & Malad, LLP served on the discovery team in action on behalf of men who took drug manufacturers' testosterone replacement therapy products and suffered injuries such as blood clots, heart attacks, strokes and death.
- ***In Re: Consolidated Fresenius Cases (Granuflo)***, MICV2013-3400-O, Commonwealth of Massachusetts, Middlesex County,
Cohen & Malad, LLP served on the Plaintiff's Steering Committee, bellwether discovery program committee, and privilege log committee in an action on behalf of dialysis patients alleging the defendant's dialysis products caused cardiac injuries and death. There was a \$250 million global settlement.

EXHIBIT D

Turke & Strauss LLP

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Our Firm

Turke & Strauss is a law firm based in Madison, Wisconsin that focuses on complex civil and commercial litigation with an emphasis on consumer protection, data privacy, data breach, employment, wage and hour, business, and real estate matters. The attorneys of Turke & Strauss have extensive experience in complex litigation, including class actions. The attorneys of Turke & Strauss have prosecuted a variety of multi-million-dollar consumer fraud, product defect, privacy, and antitrust class actions and served as class counsel in cases at the federal level. The defendants in these cases have included companies such as Wells Fargo Bank, N.A., LG Electronics U.S.A., Inc., The Clorox Company, Best Buy, Monsanto Company, Kimpton Hotel & Restaurant Group, LLC, Stearns Lending, LLC, Fiat Chrysler Automobiles, and American Power & Gas.

Our Cases

CONSUMER PROTECTION

Fowler, et al. v. Wells Fargo Bank, N.A. (N.D. Cal.)

Filed on behalf of consumers who were overcharged fees on FHA mortgages. The case settled on a class-wide basis for \$30,000,000 in 2018, and final approval was granted in January 2019.

Jones, et al. v. Monsanto Company (W.D. Mo.)

Filed on behalf of individuals who purchased mislabeled RoundUp® products. The case settled on a class-wide basis in 2020 for \$39,550,000. Final approval was granted in May 2021 and the case is currently on appeal to the United States Court of Appeals for the Eight Circuit.

Crawford, et al. v. FCA US LLC (E.D. Mich.)

Filed on behalf of consumers who purchased or leased Dodge Ram 1500 and 1500 Classic vehicles equipped with 3.0L EcoDiesel engines between 2013 and 2019. Plaintiffs allege unfair, deceptive, and fraudulent practices in the Defendants' marketing and sale of vehicles with allegedly defective EGR coolers. This case is currently pending in the United States District Court for the Eastern District of Michigan.

In re: Chrysler-Dodge-Jeep EcoDiesel Marketing, Sales Practices and Products Liability Litigation (N.D. Cal.)

Filed on behalf of consumers against Fiat Chrysler and Bosch alleging unfair, deceptive, and fraudulent practices in the Defendants' marketing and sale of certain EcoDiesel vehicles. The class contained over 100,000 vehicles, including 2014-2016 model-year Jeep Grand Cherokees and Dodge Ram 1500 trucks that were allegedly outfitted with devices that masked actual emission levels. The case settled on a class-wide basis for \$307,500,000, and final approval was granted in May 2019.

Rolland, et al. v. Spark Energy, LLC (D.N.J.)

Filed on behalf of consumers who were forced to pay considerably more for their electricity than they should otherwise have paid due to Spark Energy's deceptive pricing practices. Plaintiff alleges that Spark Energy engages in a bait-and-switch deceptive marketing scheme luring consumers to switch utility companies by offering lower than local utility rates. These lower rates are fixed for only a limited number of months and then switch to a variable market rate that is significantly

higher than the rates local utilities charge. The case settled on a class-wide basis for \$11,000,000 in 2022, and final approval was granted in December 2022.

Haines v. Washington Trust Bank (Wash. Sup. Ct., King Cty.)

Turke & Strauss represents consumers who were charged \$35 overdraft fees by Washington Trust Bank on accounts that were never actually overdrawn. Plaintiff filed suit against Washington Trust Bank for the unfair and unlawful assessment of these overdraft fees. This case settled on a class-wide basis in 2021, and is final approval was granted in November 2021.

Pryor v. Eastern Bank (Mass. Sup. Ct., Suffolk Cty.)

Turke & Strauss represents consumers who were charged \$35 overdraft fees by Eastern Bank on accounts that were never actually overdrawn. Plaintiff filed suit against Eastern Bank for the unfair and unlawful assessment of these overdraft fees. This case settled on a class-wide basis in 2021, and final approval was granted in March 2021.

Benanav, et al. v. Healthy Paws Pet Insurance LLC (W.D. Wash.)

Turke & Strauss represents consumers who were deceived by Healthy Paws Pet Insurance, an insurance provider that markets and administers pet insurance policies, regarding the true cost of its pet insurance policies. Plaintiffs allege that purchasers of Healthy Paws Pet Insurance's policies found that their policy premiums increased drastically from year to year, at a rate far outpacing the general costs of veterinary medicine, despite Healthy Paws Pet Insurance's representations to the contrary. This case is currently pending in the United States District Court for the Western District of Washington.

DATA BREACH

Walters v. Kimpton Hotel & Restaurant Group, LLP (N.D. Cal.)

Filed on behalf of consumers whose private information and personal identifiable information, including credit and debit card numbers, names, mailing addresses, and other personal information, was compromised and stolen from Kimpton Hotel & Restaurant Group by hackers. The case settled on a class-wide basis in 2018, and final approval was granted in July 2019.

Reetz v. Advocate Aurora Health, Inc. (Wis. Cir. Ct., Milwaukee Cty.)

Filed on behalf of employees of Aurora Advocate Health, the 10th largest not-for-profit integrated health care system in the United States, whose personally identifiable information was breached and stolen through an email phishing campaign beginning in January 2020. Many of these individuals have lost time

and money responding to the data breach and they face an ongoing risk of identity theft, identity fraud, or other harm. This case is currently pending in the Circuit Court of Wisconsin for the County of Milwaukee.

Goetz v. Benefit Recovery Specialists, Inc. (Wis. Cir. Ct., Walworth Cty.)

Turke & Strauss represented a class of consumers whose personal health information was compromised and stolen from Benefit Recovery Specialists, Inc., a Houston-based billing and collections services firm that provides billing and collection services to healthcare providers across the country. Many of these consumers have lost time and money responding to the data breach and they face an ongoing risk of identity theft, identity fraud, or other harm. This case settled on a class-wide basis in 2022 and final approval was granted in July 2022.

In re BJC Healthcare Data Breach Litigation (Mo. Cir. Ct., St. Louis Cty.)

Turke & Strauss represented a class of consumers whose personal health information was compromised and stolen from BJC Healthcare, a major regional health system. Many of these consumers lost time and money responding to the data breach and they face an ongoing risk of identity theft, identity fraud, or other harm. This case settled on a class-wide basis in 2021 and final approval was granted in September 2022.

Daum, et al. v. K & B Surgical Center, LLC (Cal. Sup. Ct., Los Angeles Cty.)

Turke & Strauss represents a class of consumers whose personal health information and protected health information was compromised and stolen from K & B Surgical Center. Many of these consumers have lost time and money responding to the data breach and they face an ongoing risk of identity theft, identity fraud, or other harm. The case settled on a class-wide basis in 2022 and preliminary approval is pending the Superior Court of California for the County of Los Angeles.

In re: Netgain Technology, LLC, Consumer Data Breach Litigation (D. Minn.)

Filed on behalf of consumers whose personal identifiable information and protected health information was breached and stolen from Netgain Technology, LLC beginning in September 2020. Turke & Strauss partner, Raina Borrelli, serves as a member of the Executive Committee in this multidistrict litigation. Many of the individuals impacted by the breach have lost time and money responding to the data breach and they face an ongoing risk of identity theft, identity fraud, or other harm. This case is currently pending in The United States District Court for the District of Minnesota.

Dusterhoff, et al. v. OneTouchPoint Corp. (E.D. Wisc.)

Filed on behalf of 2.6 million consumers whose personal identifiable information and protected health information was breached and stolen from OneTouchPoint Corp., a mailing and printing services vendor, beginning in April 2022. Turke & Strauss partner, Raina Borrelli, serves as a member of the Plaintiffs' Steering Committee in this litigation. Many of the individuals impacted by the breach have lost time and money responding to the data breach and they face an ongoing risk of identity theft, identity fraud, or other harm. This case is currently pending in The United States District Court for the Eastern District of Wisconsin.

In re Lincare Holdings Inc. Data Breach Litigation (M.D. Fla.)

Filed on behalf of consumers whose personal identifiable information and protected health information was breached and stolen from Lincare Holdings Inc., a medical products and services provider, beginning in September 2021. Turke & Strauss partner, Raina Borrelli, serves as co-lead counsel for plaintiffs and the class in this multidistrict litigation. Many of the individuals impacted by the breach have lost time and money responding to the data breach and they face an ongoing risk of identity theft, identity fraud, or other harm. This case is currently pending in The United States District Court for the Middle District of Florida.

Forslund, et al. v. R.R. Donnelley & Sons Company (N.D. Ill.)

Filed on behalf of consumers whose personal identifiable information was breached and stolen from R.R. Donnelley & Sons Company, a Fortune 500 marketing, packaging, and printing company, beginning in November 2021. Turke & Strauss partner, Raina Borrelli, serves as co-lead counsel for plaintiffs and the class in this litigation. Many of the individuals impacted by the breach have lost time and money responding to the data breach and they face an ongoing risk of identity theft, identity fraud, or other harm. This case is currently pending in The United States District Court for the Northern District of Illinois.

DATA PRIVACY

Patterson v. Respondus, Inc., et al. (N.D. Ill.)

Filed on behalf of all persons who took an exam using Respondus' online exam proctoring software, Respondus Monitor, in the state of Illinois. Plaintiffs allege that Respondus collects, uses, and discloses students' biometric identifiers and biometric information in violation of Illinois' Biometric Information Privacy Act. This case is currently pending in the United States District Court for the Northern District of Illinois.

Powell v. DePaul University (N.D. Ill.)

Turke & Strauss represents a class of DePaul University students located in the state of Illinois who were required to take exams using Respondus Monitor, which collects, uses, and discloses students' biometric identifiers and biometric information in violation of Illinois' Biometric Information Privacy Act. Plaintiff alleges that DePaul University collects students' biometric identifiers and biometric information without written consent and without legally compliant written public policies. This case is currently on appeal before the United States Court of Appeals for the Seventh Circuit.

Fee v. Illinois Institute of Technology (N.D. Ill.)

Turke & Strauss represents a class of DePaul University students located in the state of Illinois who were required to take exams using Respondus Monitor, which collects, uses, and discloses students' biometric identifiers and biometric information in violation of Illinois' Biometric Information Privacy Act. Plaintiff alleges that DePaul University collects students' biometric identifiers and biometric information without written consent and without legally compliant written public policies. This case is currently pending in the United States District Court for the Northern District of Illinois.

Harvey v. Resurrection University (N.D. Ill.)

Turke & Strauss represents a class of Resurrection University students located in the state of Illinois who were required to take exams using Respondus Monitor, which collects, uses, and discloses students' biometric identifiers and biometric information in violation of Illinois' Biometric Information Privacy Act. Plaintiff alleges that Resurrection University collects students' biometric identifiers and biometric information without written consent and without legally compliant written public policies. This case is currently pending in the United States District Court for the Northern District of Illinois.

RIGHT OF PUBLICITY

Abraham, et al. v. PeopleConnect, Inc., et al. (N.D. California)

Filed on behalf of California residents against PeopleConnect alleging violations of California law that recognizes the intellectual property and privacy rights of individuals to control the commercial use of their names and likenesses. Plaintiffs allege that PeopleConnect violates these legal rights by using California residents' names and childhood photographs in advertisements promoting paid subscriptions to its website, classmates.com. The case is pending in the United States District Court for the Northern District of California.

Boshears, et al. v. PeopleConnect, Inc., et al. (W.D. Wash.)

Filed on behalf of Indiana residents against PeopleConnect alleging violations of Indiana's Right of Publicity Statute and Indiana's common law prohibiting misappropriation of a name or likeness. Plaintiffs allege that PeopleConnect violates these legal rights by using Indiana residents' personalities, including their names and childhood photographs, in advertisements promoting paid subscriptions to its website, classmates.com. The case is currently on appeal before the United States Court of Appeals for the Ninth Circuit.

Loendorf v. PeopleConnect, Inc., et al. (N.D. Ill.)

Mackey v. PeopleConnect, Inc., et al. (N.D. Ill.)

Both actions were filed on behalf of Illinois residents against PeopleConnect alleging violations of Illinois' Right of Publicity Act and Illinois common law prohibiting unjust enrichment. Plaintiffs allege that PeopleConnect violates these legal rights by using Illinois residents' names, personas, and personal information in advertisements promoting paid subscriptions to its website, classmates.com, and unlawfully profiting from it. The cases are pending in the United States District Court for the Northern District of Illinois.

Sessa, et al. v. Ancestry.com Operations Inc., et al. (D. Nev.)

Filed on behalf of Nevada residents against Ancestry.com alleging violations of Nevada's right to publicity statute, Nevada law prohibiting deceptive trade practice, Nevada common law protection against Intrusion upon Seclusion, and Nevada Unjust Enrichment law. Plaintiffs allege that Ancestry.com violates these legal rights by knowingly misappropriating the photographs, likenesses, names, and identities of Nevada residents for the commercial purpose of selling access to and advertising them in Ancestry.com products and services without their prior consent. The case is pending in the United States District Court for the District of Nevada.

Braundmeier v. Ancestry.com Operations, Inc., et al. (N.D. Ill.)

Filed on behalf of Illinois residents against Ancestry.com alleging violations of Illinois' Right of Publicity Act and Illinois common law prohibiting unjust enrichment. Plaintiffs allege that Ancestry.com violates these legal rights by knowingly misappropriating the photographs, likenesses, names, and identities of Illinois residents for the commercial purpose of selling access to and advertising them in Ancestry.com products and services without their prior consent. The case is pending in the United States District Court for the Northern District of Illinois.

Spindler v. Seamless Contacts Inc. (N.D. Cal.)

Filed on behalf of California residents against Seamless Contacts Inc. alleging violations of California law that recognizes the intellectual property and privacy rights of individuals to control the commercial use of their names and likenesses. Plaintiffs allege that Seamless Contacts violates these legal rights by using California residents' names, likenesses, photographs, and personas in advertisements promoting paid subscriptions to its website, seamless.ai. The case is pending in the United States District Court for the Northern District of California.

Martinez v. ZoomInfo Technologies Inc. (W.D. Wash.)

Filed on behalf of California residents against ZoomInfo Technologies Inc. alleging violations of California law that recognizes the intellectual property and privacy rights of individuals to control the commercial use of their names and likenesses. Plaintiffs allege that ZoomInfo Technologies violates these legal rights by using California residents' names and person information in advertisements promoting paid subscriptions to its website, zoominfo.com, as well as selling access to their names and personal information as part of its products. The case is currently on appeal before the United States Court of Appeals for the Ninth Circuit.

Gbeintor v. DemandBase, Inc., et al. (N.D. Cal.)

Filed on behalf of California residents against DemandBase, Inc. and InsideView Technologies, Inc. alleging violations of California law that recognizes the intellectual property and privacy rights of individuals to control the commercial use of their names and likenesses. Plaintiffs allege that DemandBase and InsideView Technologies violate these legal rights by using California residents' names, likenesses, photographs, and personas in advertisements promoting paid subscriptions to its website, insideview.com, without their consent. The case is currently on appeal before the United States Court of Appeals for the Ninth Circuit.

Kellman, et al. v. Spokeo, Inc. (N.D. Cal.)

Filed on behalf of California residents against Spokeo, Inc. alleging violations of California law that recognizes the intellectual property and privacy rights of individuals to control the commercial use of their names and likenesses. Plaintiffs allege that Spokeo violates these legal rights by using California residents' names, likenesses, photographs, and personas in advertisements promoting paid subscriptions to its website without their consent. The case is pending in the United States District Court for the Northern District of California.

TELEPHONE CONSUMER PROTECTION ACT

Evans v. American Power & Gas, LLC, et al. (S.D. Ohio)

Filed on behalf of consumers who received automated solicitation telephone calls on their cellular telephones without their prior express consent within the meaning of the Telephone Consumer Protection Act, 47 U.S.C. § 227, *et seq.* The case settled on a class-wide basis for \$6,000,000, and final approval was granted in May 2019.

Murray, et al. v. Grocery Delivery E-Services USA Inc. d/b/a Hello Fresh (D. Mass.)

Filed on behalf of consumers who received automated solicitation telephone calls on their cellular and residential telephones without their prior express consent within the meaning of the Telephone Consumer Protection Act, 47 U.S.C. § 227, *et seq.* The case settled on a class-wide basis for \$14,000,000 in 2020. Final approval was granted in October 2021 and the case is currently on appeal to the United States Court of Appeals for the First Circuit.

Baldwin, et al. v. Miracle-Ear, Inc., et al. (D. Minn.)

Filed on behalf of consumers who received automated or prerecorded telemarketing telephone calls on their cellular and residential telephones without their prior express consent within the meaning of the Telephone Consumer Protection Act, 47 U.S.C. § 227, *et seq.* The case settled on a class-wide basis for \$8,000,000 in 2021 and final approval was granted in October 2022.

Goodell, et al. v. Van Tuyl Group, LLC (D. Az.)

Filed on behalf of consumers who received automated solicitation telephone calls on their cellular and residential telephones without their prior express consent within the meaning of the Telephone Consumer Protection Act, 47 U.S.C. § 227, *et seq.* This case is currently pending in the United States District Court for the District of Arizona.

Doup v. Van Tuyl Group, LLC (N.D. Tex.)

Filed on behalf of consumers who received solicitation telephone calls on their cellular and residential telephones that were listed on the National Do-Not-Call Registry, without their prior express consent within the meaning of the Telephone Consumer Protection Act, 47 U.S.C. § 227, *et seq.* This case is currently pending in the United States District Court for the Northern District of Texas.

Dickson v. Direct Energy, LP, et al. (N.D. Ohio)

Filed on behalf of consumers who received automated or prerecorded telemarketing telephone calls on their cellular telephones without their prior express consent within the meaning of the Telephone Consumer Protection Act, 47 U.S.C. § 227, *et seq.* This case is currently on appeal to the United States Court of Appeals for the Sixth Circuit.

Learned, et al. v. McClatchy Company, LLC (E.D. Cal.)

Filed on behalf of consumers who received solicitation telephone calls on their cellular and residential telephones that were listed on the National Do-Not-Call Registry and/or who requested Defendant stop calling them, without their prior express consent within the meaning of the Telephone Consumer Protection Act, 47 U.S.C. § 227, *et seq.* This case is currently pending in the United States District Court for the Eastern District of California.

Rogers, et al. v. Assurance IQ, LLC, et al. (W.D. Wash.)

Filed on behalf of consumers who received automated solicitation telephone calls on their cellular and residential telephones, some that were listed on the National Do-Not-Call Registry, without their prior express consent within the meaning of the Telephone Consumer Protection Act, 47 U.S.C. § 227, *et seq.* This case is currently pending in the United States District Court for the Western District of Washington.

Our Professionals

SAMUEL J. STRAUSS

Samuel J. Strauss is a founding member of Turke & Strauss LLP. Mr. Strauss concentrates his practice in class action litigation with an emphasis on consumer protection and privacy issues. Mr. Strauss has a national practice and appears in federal courts across the country. Over the course of his career, Mr. Strauss has represented plaintiffs in cases which have resulted in the recovery of hundreds of millions of dollars for consumers.

Mr. Strauss received his J.D. with honors from the University of Washington School of Law in 2013. Prior to forming Turke & Strauss in 2016, Mr. Strauss was an associate at Terrell Marshall Law Group in Seattle, Washington, where he successfully prosecuted complex class actions in federal and state courts.

Mr. Strauss is a member of bars of the states of Washington, Wisconsin, and Illinois and has been admitted to practice in the United States District Court for the Western District of Washington, United States District Court for the Eastern District of Washington, United States District Court for the Western District of Wisconsin, the United States District Court for the Eastern District of Wisconsin, the United States District Court for the Northern District of Illinois, the United States District Court for the Eastern District of Michigan, and the United States Court of Appeals for the Ninth Circuit.

In recent years, Mr. Strauss has been actively involved in a number of complex class action matters in state and federal courts including:

- *Daum, et al. v. K & B Surgical Center, LLC*, No. 21STCV41347 (Cal. Sup. Ct., Los Angeles Cty.)
- *Reetz v. Advocate Aurora Health, Inc.*, No. 20CV2361 (Wis. Cir. Ct., Branch 22, Milwaukee Cty.)
- *Goetz v. Benefit Recovery Specialists, Inc.*, No. 2020CV000550 (Wis. Cir. Ct., Walworth Cty.)
- *Joyner v. Behavioral Health Network, Inc.*, No. 2079CV00629 (Mass. Sup. Ct., Hampden Cty.)
- *In re BJC Healthcare Data Breach Litigation*, No. 2022-CC09492 (Mo. Cir. Ct., St. Louis City)
- *Baldwin, et al. v. National Western Life Insurance Company*, No. 2:21-cv-04066 (W.D. Mo.)

- *Pryor v. Eastern Bank*, No. 1984CV03467-BLS1 (Mass. Sup. Ct., Suffolk Cty.)
- *Murray v. Grocery Delivery E-Services USA Inc. d/b/a Hello Fresh*, No. 19-cv-12608 (D. Mass.)
- *Baldwin v. Miracle-Ear, Inc.*, No. 20-cv-01502 (D. Minn.)
- *Goodell v. Van Tuyl Group, LLC*, No. 20-cv-01657 (D. Az.)
- *Weister v. Vantage Point AI, LLC*, No. 21-cv-01250 (M.D. Fla.)
- *Lang v. Colonial Penn Life Insurance Company*, No. 21-cv-00165 (N.D. Fla.)
- *Mackey v. PeopleConnect, Inc.*, No. 1:22-cv-00342 (N.D. Ill.)
- *Sessa v. Ancestry.com Operations Inc., et al.*, No. 2:20-cv-02292 (D. Nev.)
- *Boshears v. PeopleConnect, Inc.*, No. 21-cv-01222 (W.D. Wash.)
- *Braundmeier v. Ancestry.com Operations, Inc.*, No. 1:20-cv-07390 (N.D. Ill.)
- *Martinez v. ZoomInfo Technologies Inc.*, No. 21-cv-05725 (W.D. Wash.)
- *Uhhariet v. MyLife.com, Inc.*, No. 21-cv-08229 (N.D. Cal.)
- *Kellman v. Spokeo, Inc.*, No. 21-cv-08976 (N.D. Cal.)
- *Patterson v. Respondus, Inc.*, No. 20-cv-07692 (N.D. Ill.)
- *Bridges v. Respondus, Inc.*, No. 21-cv-01785 (N.D. Ill.)
- *Hudock v. LG Electronics USA, Inc.*, No. 16-cv-1220 (D. Minn.)
- *Crawford v. FCA US LLC*, No. 20-cv-12341 (E.D. Mich.)
- *Klaehn, et al. v. Cali Bamboo, LLC*, No. 19-cv-01498 (S.D. Cal.)
- *Jones v. Monsanto Company*, No. 19-cv-00102 (W.D. Mo.)
- *Dickson v. Direct Energy, LP, et al.*, No. 18-cv-00182 (N.D. Ohio)
- *Rolland v. Spark Energy, LLC*, Case. No. 17-cv-02680 (D.N.J.)
- *Evans v. American Power & Gas, LLC*, No. 17-cv-00515 (S.D. Ohio)
- *Fowler v. Wells Fargo Bank, N.A.*, No. 17-cv-02092 (N.D. Cal.)
- *Wilkins v. HSBC Bank Nevada, N.A., et al.*, No. 14-cv-00190 (N.D. Ill.)
- *Ott v. Mortgage Investors Corporation*, No. 14-cv-00645 (D. Or)
- *Booth v. AppStack, et al.*, No. 13-cv-01533 (W.D. Wash.)
- *Melito v. American Eagle Outfitters, Inc.*, No. 14-cv-02440-VEC (S.D.N.Y.)
- *Spencer v. FedEx Ground Package System, Inc.*, No. 14-2-30110-3 SEA (Wa. Sup. Ct., King Cty.)

MARY C. TURKE

Mary C. Turke is a founding member of Turke & Strauss. Ms. Turke concentrates her practice in civil and commercial litigation. Ms. Turke regularly prosecutes consumer class actions, including those involving violations of the Illinois Biometric Information Privacy Act and the Telephone Consumer Protection Act. Ms. Turke has extensive experience representing parties in multi-national disputes in both state and federal courts throughout the United States.

Ms. Turke received her J.D. *cum laude* from the University of Wisconsin Law School, Order of the Coif, in 1996. Prior to forming Turke & Strauss in May 2016, Ms. Turke was the managing partner of the Madison, Wisconsin, office of Michel Best & Friedrich LLP, where she practiced civil litigation. Ms. Turke is an active member of the Wisconsin State Bar. Ms. Turke has repeatedly been named to the annual Wisconsin Super Lawyers list (2011-2021) by SuperLawyers Magazine as well as The Best Lawyers in America® list (2013-2020) by Woodward/White, Inc. In 2017, shortly after forming Turke & Strauss, Ms. Turke received the Legal Innovator Award from the Wisconsin State Bar.

Ms. Turke is a member of the Wisconsin State Bar and has been admitted to practice in the United States District Court for the Western District of Wisconsin, the United States District Court for the Eastern District of Wisconsin, the United States District Court for the Northern District of Illinois, the United States District Court for the District of Colorado, and the United States Court of Appeals for the Seventh Circuit.

In recent years, Ms. Turke has been substantially involved in a number of complex class action matters in state and federal courts including:

- *Patterson v. Respondus, Inc.*, No. 1:20-cv-07692 (N.D. Ill.)
- *Reetz v. Advocate Aurora Health, Inc.*, No. 20CV2361 (Wis. Cir. Ct., Branch 22, Milwaukee Cty.)
- *Goetz v. Benefit Recovery Specialists, Inc.*, No. 2020CV000550 (Wis. Cir. Ct., Walworth Cty.)
- *Murray v. Grocery Delivery E-Services USA Inc. d/b/a Hello Fresh*, No. 1:19-cv-12608 (D. Mass.)
- *Goodell, et al. v. Van Tuyl Group, LLC*, No. 2:20-cv-01657 (D. Az.)
- *Doe v. Northwestern University*, No. 1:21-cv-01579 (N.D. Ill.)
- *Duerr v. Bradley University*, No. 1:21-cv-01096-SLD-JEH (C.D. Ill.)
- *Bridges v. Respondus, Inc.*, No. 1:21-cv-01785 (N.D. Ill.)

- *Powell v. DePaul University*, No. 1:21-cv-03001 (N.D. Ill.)
- *Doe v. Chamberlain University*, No. 2021CH01183 (Ill. Cir. Ct., Cook Cty.)
- *Fee v. Illinois Institute of Technology*, No. 1:21-cv-02512 (N.D. Ill.)
- *Harvey v. Resurrection University*, No. 1:21-cv-03203 (N.D. Ill.)

RAINA C. BORRELLI

Raina C. Borrelli is a partner at Turke & Strauss whose practice focuses on complex class action litigation, including data privacy, Telephone Consumer Protection Act ("TCPA"), false advertising, and consumer protection cases in both state and federal courts around the country. Ms. Borrelli has served as lead, co-lead, and class counsel in numerous national class actions, including multi-district litigation. Additionally, Ms. Borrelli has substantial experience leading discovery teams in these complex class action matters, as well as in working with class damages experts and class damages models in consumer protection cases.

Ms. Borrelli received her J.D. *magna cum laude* from the University of Minnesota Law School in 2011. Prior to joining Turke & Strauss, Ms. Borrelli was a partner at Gustafson Gluek, where she successfully prosecuted complex class actions in federal and state courts. Ms. Borrelli is an active member of the Minnesota Women's Lawyers and the Federal Bar Association, where she has assisted in the representation of *pro se* litigants through the *Pro Se* Project. Ms. Borrelli has repeatedly been named to the annual Minnesota "Rising Star" Super Lawyers list (2014-2021) by SuperLawyers Magazine. She has also been repeatedly certified as a North Star Lawyer by the Minnesota State Bar Association (2012-2015; 2018-2020) for providing a minimum of 50 hours of pro bono legal services.

Ms. Borrelli is a member of the Minnesota State Bar Association and has been admitted to practice in the United States District Court for the District of Minnesota, the United States District Court for the Eastern District of Wisconsin, the United States District Court for the Eastern District of Michigan, the United States District Court for the Northern District of Illinois, and the United States Court of Appeals for the Tenth Circuit.

In recent years, Ms. Borrelli has been appointed to leadership positions in a number of data privacy cases, including *In re Netgain Technology, LLC Consumer Data Breach Litigation*, No. 21-cv-01210 (D. Minn.) (Executive Committee member); *Dusterhoff, et al. v. OneTouchPoint Corp.*, No. 2:22-cv-00882 (E.D. Wisc.) (Plaintiffs' Steering Committee member); *In re Lincare Holdings Inc. Data Breach Litigation*, No. 8:22-cv-01472 (M.D. Fl.) (co-lead counsel); *Forslund v. R.R. Donnelley & Sons Company*, No. 1:22-cv-04260 (N.D. Ill.) (co-lead counsel); and *Medina v. PracticeMax Incorporated*, No. 2:22-cv-0126 (D. Az.) (Executive Leadership Committee member). Ms. Borrelli has been substantially involved in a number of

complex class action matters in state and federal courts including:

- *Daum, et al. v. K & B Surgical Center, LLC*, No. 21STCV41347 (Cal. Sup. Ct., Los Angeles Cty.)
- *Grogan v. McGrath RentCorp*, No. 3:22-cv-00490 (N.D. Cal.)
- *Benedetto, et al. v. Southeastern Pennsylvania Transportation Authority*, No. 210201425 (C.C.P. Phila.)
- *Reetz v. Advocate Aurora Health, Inc.*, No. 20CV2361 (Wis. Cir. Ct., Branch 22, Milwaukee Cty.)
- *Goetz v. Benefit Recovery Specialists, Inc.*, No. 2020CV000550 (Wis. Cir. Ct., Walworth Cty.)
- *Reese v. Teen Challenge Training Center, Inc.*, No. 00093 (C.C.P. Phila.)
- *Lhota v. Michigan Avenue Immediate Care, S.C.*, No. 2022CH06616 (Ill. Cir. Ct., Cook Cty.)
- *Johnson, et al. v. Yuma Regional Medical Center*, No. 2:22-cv-01061 (D. Az.)
- *Baldwin v. Miracle-Ear, Inc.*, No. 20-cv-01502 (D. Minn.)
- *Murray, et al. v. Grocery Delivery E-Services USA Inc. d/b/a Hello Fresh*, No. 1:19-cv-12608 (D. Mass.)
- *Goodell v. Van Tuyl Group, LLC*, No. 20-cv-01657 (D. Az.)
- *Learned, et al. v. McClatchy Company LLC*, No. 2:21-cv-01960 (E.D. Cal.)
- *Lang v. Colonial Penn Life Insurance Company*, No. 21-cv-00165 (N.D. Fla.)
- *Martinez v. ZoomInfo Technologies Inc.*, No. 21-cv-05725 (W.D. Wash.)
- *Abraham, et al. v. PeopleConnect, Inc.*, No. 3:20-cv-09203 (N.D. Cal.)
- *Boshears v. PeopleConnect, Inc.*, No. 21-cv-01222 (W.D. Wash.)
- *Mackey v. PeopleConnect, Inc.*, No. 1:22-cv-00342 (N.D. Ill.)
- *Sessa v. Ancestry.com Operations Inc., et al.*, No. 2:20-cv-02292 (D. Nev.)
- *Braundmeier v. Ancestry.com Operations, Inc.*, No. 1:20-cv-07390 (N.D. Ill.)
- *DeBose v. Dun & Bradstreet Holdings, Inc.*, No. 2:22-cv-00209 (D.N.J.)
- *Gbeintor, et al. v. DemandBase, Inc., et al.*, No. 3:21-cv-09470 (N.D. Cal.)
- *Spindler v. Seamless Contacts Inc.*, No. 4:22-cv-00787 (N.D. Cal.)
- *Kellman, et al. v. Spokeo, Inc.*, No. 3:21-cv-08976 (N.D. Cal.)
- *Brown v. Coty, Inc.*, No. 1:22-cv-02696 (S.D.N.Y.)
- *Benanav v. Healthy Paws Pet Insurance LLC*, No. 2:20-cv-00421 (W.D. Wash.)
- *Spindler, et al. v. General Motors LLC*, No. 3:21-cv-09311 (N.D. Cal.)
- *Hudock v. LG Electronics USA, Inc.*, No. 16-cv-1220 (JRT/KMM) (D. Minn.)
- *Patterson v. Respondus, Inc.*, No. 1:20-cv-07692 (N.D. Ill.)
- *Powell v. DePaul University*, No. 1:21-cv-03001 (N.D. Ill.)
- *Fee v. Illinois Institute of Technology*, No. 1:21-cv-02512 (N.D. Ill.)
- *Harvey v. Resurrection University*, No. 1:21-cv-03203 (N.D. Ill.)
- *In re FCA Monostable Gearshifts Litig.*, No. 16-md-02744 (E.D. Mich.)

- *Zeiger v. WellPet LLC*, No. 17-cv-04056 (N.D. Cal.)
- *Wyoming v. Procter & Gamble*, No. 15-cv-2101 (D. Minn.)
- *In re Big Heart Pet Brands Litig.*, No. 18-cv-00861 (N.D. Cal.)
- *Sullivan v. Fluidmaster*, No. 14-cv-05696 (N.D. Ill.)
- *Rice v. Electrolux Home Prod., Inc.*, No. 15-cv-00371 (M.D. Pa.)
- *Gorzynski v. Electrolux Home Products, Inc.*, No. 18-cv-10661 (D.N.J.)
- *Reitman v. Champion Petfoods*, No. 18-cv-1736 (C.D. Cal.)
- *Reynolds, et al., v. FCA US, LLC*, No. 19-cv-11745 (E.D. Mich.).

BRITTANY RESCH

Brittany Resch is an associate at Turke & Strauss. Ms. Resch's practice focuses on complex class action litigation, including antitrust litigation, data-breach, Telephone Consumer Protection Act ("TCPA"), false advertising, and consumer protection cases in both state and federal courts around the country. Ms. Resch has substantial experience managing discovery in these complex class action matters.

Ms. Resch received her J.D. from the University of Minnesota Law School in 2015. Prior to joining Turke & Strauss, Ms. Resch was an associate at Gustafson Gluek, where she successfully prosecuted complex class actions in federal and state courts. Ms. Resch also clerked for the Honorable Richard H. Kyle, Senior United States District Judge for the District of Minnesota. Ms. Resch is an active member of the Minnesota Women's Lawyers and the Federal Bar Association, where she has assisted in the representation of *pro se* litigants through the *Pro Se* Project.

Ms. Resch is a member of the Minnesota State Bar Association and has been admitted to practice in the United States District Court for the District of Minnesota and the United States District Court for the Northern District of Illinois.

In recent years, Ms. Resch has been substantially involved in a number of complex class action matters in state and federal courts including:

- *Benedetto v. Southeastern Pennsylvania Transportation Authority*, No. 210201425 (C.C.P. Phila.)
- *In re Netgain Technology, LLC Consumer Data Breach Litigation*, No. 21-cv-01210 (D. Minn.)
- *Perkins v. WelldyneRx, LLC*, No. 8:22-cv-02051 (M.D. Fla.)
- *Forslund v. R.R. Donnelley & Sons Company*, No. 1:22-cv-04260 (N.D. Ill.)
- *Corra, et al. v. ACTS Retirement Services, Inc.*, No. 2:22-cv-02917 (E.D. Pa.)
- *Lamie, et al. v. LendingTree, LLC*, No. 3:22-cv-00307 (W.D.N.C.)
- *In re Lincare Holdings Inc. Data Breach Litigation*, No. 8:22-cv-01472 (M.D. Fl.)
- *Benanav, et al. v. Healthy Paws Pet Insurance, LLC*, No. 2:20-cv-00421-RSM (W.D. Wash.)
- *Martinez v. ZoomInfo Technologies Inc.*, No. 21-cv-05725 (W.D. Wash.)
- *Abraham, et al. v. PeopleConnect, Inc.*, No. 3:20-cv-09203 (N.D. Cal.)
- *Boshears v. PeopleConnect, Inc.*, No. 21-cv-01222 (W.D. Wash.)
- *Mackey v. PeopleConnect, Inc.*, No. 1:22-cv-00342 (N.D. Ill.)

- *Sessa v. Ancestry.com Operations Inc., et al.*, No. 2:20-cv-02292 (D. Nev.)
- *Braundmeier v. Ancestry.com Operations, Inc.*, No. 1:20-cv-07390 (N.D. Ill.)
- *DeBose v. Dun & Bradstreet Holdings, Inc.*, No. 2:22-cv-00209 (D.N.J.)
- *Gbeintor, et al. v. DemandBase, Inc., et al.*, No. 3:21-cv-09470 (N.D. Cal.)
- *Spindler v. Seamless Contacts Inc.*, No. 4:22-cv-00787 (N.D. Cal.)
- *Kellman, et al. v. Spokeo, Inc.*, No. 3:21-cv-08976 (N.D. Cal.)
- *Kis v. Cognism Inc.*, No. 4:22-cv-05322 (N.D. Cal.)
- *Uhhariet v. MyLife.com, Inc.*, No. 21-cv-08229 (N.D. Cal.)
- *Brown v. Coty, Inc.*, No. 1:22-cv-02696 (S.D.N.Y.)
- *Emmrich v. General Motors LLC*, No. 21-cv-05990 (N.D. Ill.)
- *Spindler v. General Motors LLC*, No. 21-cv-09311 (N.D. Cal.)
- *Goodell v. Van Tuyl Group, LLC*, No. 20-cv-01657 (D. Az.)
- *Learned, et al. v. McClatchy Company LLC*, No. 2:21-cv-01960 (E.D. Cal.)
- *Clemens v. O'Neil Insurance Company, Inc.*, No. 21-cv-00678 (E.D. Mo.)
- *Patterson v. Respondus University, et al.*, No. 1:20-cv-07692 (N.D. Ill.)
- *Bridges v. Respondus University, et al.*, No. 1:21-cv-01785 (N.D. Ill.)
- *Hudock v. LG Electronics USA, Inc.*, No. 16-cv-1220 (JRT/KMM) (D. Minn.)
- *In re Broiler Chicken Antitrust Litigation*, No. 16-cv-08637 (N.D. Ill.)
- *In re Disposable Contact Lens Antitrust Litigation*, No. 15-md-02626 (M.D. Fla.)
- *In re Pork Antitrust Litigation*, No. 21-md-02998 (D. Minn.)
- *In re DPP Beef Litigation*,
- *In re Asacol Antitrust Litigation*, No. 15-cv-12730 (D. Mass.)
- *In re Automotive Parts Antitrust Litigation*, No. 12-md-02311 (E.D. Mich.)

ALEX S. PHILLIPS

Alex Phillips is an associate at Turke & Strauss. Mr. Phillips concentrates his practice in complex class action litigation and commercial litigation. He has represented both plaintiffs and defendants in high stakes litigation. Mr. Phillips has successfully obtained trial verdicts on behalf of his clients as well as negotiated numerous high-value settlements.

Mr. Phillips received his J.D. from the University of Wisconsin School of Law in 2017 and has been an active member of the Wisconsin State Bar as well as the Dane, Jefferson, and Dodge County Bar Associations.

In recent years, Mr. Phillips has been involved in a number of complex class action matters in state and federal courts including:

- *Benedetto v. Southeastern Pennsylvania Transportation Authority*, No. 210201425 (C.C.P. Phila.)
- *Grogan v. McGrath RentCorp*, No. 3:22-cv-00490 (N.D. Cal.)
- *Koeller, et al. v. Numrich Gun Parts Corporation*, No. 1:22-cv-00675 (S.D.N.Y.)
- *Mayhood v. Wilkins Recreational Vehicles, Inc.*, No. E2022-0701 (N.Y. Sup. Ct., Steuben Cty.)
- *Perkins v. WelldyneRx, LLC*, No. 8:22-cv-02051 (M.D. Fla.)
- *Batis v. Dun & Bradstreet Holdings, Inc.*, No. 3:22-cv-09124 (N.D. Cal.)
- *Sessa v. Ancestry.com Operations Inc., et al.*, No. 2:20-cv-02292 (D. Nev.)
- *Ambramson v. First American Home Warranty Corporation*, No. 2:22-cv-01003 (W.D. Pa.)
- *DeVivo v. Sovereign Lending Group Incorporated*, No. 3:22-cv-05254 (W.D. Wash.)
- *Murray, et al. v. Grocery Delivery E-Services USA Inc. d/b/a Hello Fresh*, No. 1:19-cv-12608 (D. Mass.)
- *Spindler v. General Motors LLC*, No. 21-cv-09311 (N.D. Cal.)
- *Kellman v. Spokeo, Inc.*, No. 21-cv-08976 (N.D. Cal.)
- *Reetz v. Advocate Aurora Health, Inc.*, No. 20CV2361 (Wis. Cir. Ct., Branch 22, Milwaukee Cty.)
- *Goetz v. Benefit Recovery Specialists, Inc.*, No. 2020CV000550 (Wis. Cir. Ct., Walworth Cty.)
- *Hudock v. LG Electronics USA, Inc.*, No. 16-cv-1220 (D. Minn.)
- *Dickson v. Direct Energy, LP, et al.*, No. 18-cv-00182 (N.D. Ohio)
- *Benanav. v. Healthy Paws Pet Insurance, LLC*, No. 20-cv-00421 (W.D. Wash.)
- *Klaehn, et al. v. Cali Bamboo, LLC, et al.*, No. 19-cv-01498 (S.D. Cal.)

ZOG BEGOLLI

Zog Begolli is an associate at Turke & Strauss. Mr. Begolli concentrates his practice in complex class action litigation, with an emphasis on cases involving data privacy, the Telephone Consumer Protection Act, the Illinois Biometric Information Privacy Act, various states' consumer protection acts, and financial industry regulations.

Mr. Begolli received his J.D. from the University of Wisconsin School of Law in 2017 and is an active member of the Wisconsin State Bar. During law school, Mr. Begolli was a member of the University of Wisconsin Law and Entrepreneurship Clinic, which provides legal services to nascent entrepreneurs and early stage companies.

In recent years, Mr. Begolli has been actively involved in a number of complex class action matters in state and federal courts including:

- *Baldwin v. Miracle-Ear, Inc.*, No. 20-cv-01502 (JRT/HB) (D. Minn.)
- *Murray v. Grocery Delivery E-Services USA Inc. d/b/a Hello Fresh*, No. 19-cv-12608 (D. Mass.)
- *Learned, et al. v. McClatchy Company LLC*, No. 2:21-cv-01960 (E.D. Cal.)
- *Patterson v. Respondus, Inc.*, No. 1:20-cv-07692 (N.D. Ill.)
- *Grogan v. McGrath RentCorp*, No. 3:22-cv-00490 (N.D. Cal.)
- *In re Netgain Technology, LLC Consumer Data Breach Litigation*, No. 21-cv-01210 (D. Minn.)
- *Reetz v. Advocate Aurora Health, Inc.*, No. 20CV2361 (Wis. Cir. Ct., Branch 22, Milwaukee Cty.)
- *Goetz v. Benefit Recovery Specialists, Inc.*, No. 2020CV000550 (Wis. Cir. Ct., Walworth Cty.)
- *Reese v. Teen Challenge Training Center, Inc.*, No. 00093 (Philadelphia Ct. Common Pleas)
- *Abraham, et al. v. PeopleConnect, Inc.*, No. 3:20-cv-09203 (N.D. Cal.)
- *Loendorf v. PeopleConnect, Inc.*, No. 1:22-cv-00051 (N.D. Ill.)
- *Braundmeier v. Ancestry.com Operations, Inc.*, No. 1:20-cv-07390 (N.D. Ill.)
- *Crawford, et al. v. FCA US LLC*, No. 20-cv-12341 (E.D. Mich.)
- *Hudock v. LG Electronics USA, Inc.*, No. 16-cv-1220 (D. Minn.)
- *Klaehn, et al. v. Cali Bamboo, LLC, et al.*, No. 19-cv-01498 (S.D. Cal.)
- *Fowler, et al. v. Wells Fargo Bank, N.A.*, No. 17-cv-02092 (N.D. Cal.)

EXHIBIT E

INDIVIDUAL SETTLEMENT AGREEMENT AND RELEASE

THIS INDIVIDUAL SETTLEMENT AGREEMENT AND RELEASE (the “Individual Settlement Agreement”) is entered into as of this 22nd day of February, 2024 between: **Cheryl Covington (“Covington”)** and **Gifted Nurses, LLC d/b/a Gifted Healthcare (“Gifted Healthcare”)**. Covington and Gifted Healthcare are referred to collectively as the “Parties,” and each is referred to singularly as a “Party.”

WHEREAS, Plaintiff is a former employee of Gifted Healthcare who received notice of the Data Breach which occurred from August 25, 2021 to December 10, 2021 (the “Data Breach”) from Gifted Healthcare.

WHEREAS, on October 4, 2022, Covington filed a putative class action Complaint in the United States District Court for the Northern District of Georgia, entitled *Covington v. Gifted Nurses, LLC d/b/a Gifted Healthcare*, Case No. 1:22-cv-04000-VMC (the “Action”).

WHEREAS, on August 9, 2023, the Parties reached an agreement in principle to resolve the Action on a class-wide basis;

WHEREAS, contemporaneous with the execution of this Individual Settlement Agreement, the Parties also executed a class-wide Settlement Agreement and Releases (“Class Settlement Agreement”) in full settlement of the Action on behalf of the Settlement Class (as defined in the Class Settlement Agreement), subject to the Court’s approval under Fed. R. Civ. P. 23;

WHEREAS, the Class Settlement Agreement provides, *inter alia*, for Gifted Healthcare’s payment of settlement consideration to the Settlement Class in exchange for a specific release of claims from all Settlement Class Members who do not opt out of the Settlement;

WHEREAS, this Individual Settlement Agreement provides for Gifted Healthcare’s payment of settlement consideration to Plaintiff in exchange for Plaintiff’s individual general release of claims, which individual general release is broader than the specific release given by the Settlement Class in the Class Settlement Agreement.

NOW, THEREFORE, in consideration of the above and in consideration of the promises set forth in this Individual Settlement Agreement and the Class Settlement Agreement, and subject to the approvals and conditions set forth in in Paragraph 4 below, the Parties agree, promise, and contract as follows:

1. **Settlement Payment.** In consideration of Plaintiff’s release of claims set forth in Paragraph 2 below and other good and valuable consideration, and subject to the approvals and conditions set forth in Paragraph 4 below, Gifted Healthcare shall pay Covington a total of Two Thousand Five Hundred Dollars (\$2,500.00) (“General Release Payment”) within ten (10) business days of the “Effective Date” as defined in the Class Settlement Agreement. The General Release Payment shall not be paid from the Settlement Fund established in the Class Settlement Agreement. The General Release Payment check shall be made payable to “Cheryl Covington,”

who shall provide Gifted Healthcare with a signed W-9 Internal Revenue Service Form upon execution of this Individual Settlement Agreement. The General Release Payment check shall be mailed to Covington's counsel, Sam Strauss at Turke & Strauss. The General Release Payment shall be in addition to (i) any settlement consideration due to Covington as a Settlement Class Member pursuant to Section IV of the Class Settlement Agreement.

2. **General Release.** In consideration of the General Release Payment and other promises described herein, and for other good and valuable consideration, which consideration Plaintiff hereby acknowledges, Plaintiff fully, finally, and forever releases and discharges Gifted Healthcare and its present and former parents, affiliates, subsidiaries, and divisions, and the predecessors, successors, and assigns of each of them, together with the present and former shareholders, directors, officers, employees, attorneys, agents, and insurers of all the foregoing (in their capacities as such) of and from any and all claims, rights, suits, debts, accounts, warranties, covenants, actions, causes of action, demands, liabilities, and/or complaints (the "Claims"), whatsoever, at law or in equity, including those Claims of which Plaintiff is not aware and those not mentioned in this General Release. This General Release applies only to Claims resulting from anything which has happened up to and including the date of Plaintiff's execution of this Individual Settlement Agreement, including but not limited to, any and all Claims that Plaintiff may have arising from or relating to the Data Breach or the Action.

3. **Submission to Court.** A copy of this Individual Settlement Agreement shall be provided to the Court, as part of the proposed class-wide settlement of the Action, pursuant to Fed. R. Civ. P. 23(e)(2)(C)(iv) and 23(e)(3).

4. **Contingent on Court Approval.** This Individual Settlement Agreement is contingent on (i) the Court not disallowing the General Release Payment; (ii) final approval of the Class Settlement Agreement; and (iii) the occurrence of the "Effective Date" as defined in the Class Settlement Agreement. If all of those conditions are not met, then this Individual Settlement Agreement shall be cancelled and terminated. This Individual Settlement Agreement shall become effective only upon the Effective Date of the Class Action Settlement.

5. **Effect of Court Disapproval/Termination.** In the event this Individual Settlement Agreement is cancelled, terminated or otherwise fails to become effective, then the Parties shall be restored to their respective positions in the Action as they existed as of the date of the execution of this Individual Settlement Agreement. In such event, the terms and provisions of this Individual Settlement Agreement shall have no further force and effect with respect to the Parties and shall not be used in the Action or in any other action or proceeding for any other purpose.

6. **Warranty of Capacity to Execute Agreement.** Plaintiff represents and warrants that she has the sole right and exclusive authority to execute this Individual Settlement Agreement. Plaintiff also represents and warrants that she has not sold, assigned, transferred, conveyed or otherwise disposed of any of Claims referred to in this Individual Settlement Agreement.

7. **Binding on Successors.** Plaintiff is bound by this Individual Settlement Agreement. Anyone who succeeds to any of the Plaintiff's rights and responsibilities, including heirs, assigns or the executors of estates, is also bound.

8. **No Admissions.** The allegations of Plaintiff remain disputed, and Gifted Healthcare does not concede the merits of Plaintiff's claims. This Individual Settlement Agreement constitutes a compromise and shall not be construed as or offered in any forum or proceeding as evidence of any admission or acknowledgment of liability or fault of Gifted Healthcare.

9. **Entire Agreement.** This Individual Settlement Agreement, along with the Class Settlement Agreement, constitutes the full and complete understanding between the Parties. No other promises, representations, or agreements, including any future agreements to modify this Individual Settlement Agreement, shall be binding or have any effect unless in writing, signed by the Parties, and, if the Class Settlement Agreement has been approved preliminarily by the Court, approved by the Court.

10. **Severability.** If any provision, term, or clause of this Individual Settlement Agreement is declared illegal, unenforceable, or ineffective in a legal forum, then such provision, term, or clause shall be deemed severed, such that all other provisions, terms, and clauses of this Agreement shall remain valid and binding upon the Parties to the full extent permitted by law.

11. **Governing Law.** This Individual Settlement Agreement shall, in all respects, be interpreted, enforced, and governed under the laws of the State of Georgia.

12. **Interpretation of Agreement.** It is the intention of the Parties that this Individual Settlement Agreement be construed according to the fair import of its language as a whole and not to be construed in favor of or against either of the Parties.

13. **Voluntary Agreement.** The Parties acknowledge that they have either been advised by their counsel, or been given the opportunity to retain and obtain advice from counsel of their choosing, with respect to this Individual Settlement Agreement and its terms, and that they understand their obligations under this Agreement.

14. **Counterparts.** This Individual Settlement Agreement may be executed and delivered in any number of counterparts, each of which, when so executed and delivered, shall constitute an original, fully enforceable counterpart for all purposes and such counterparts together shall constitute but one and the same instrument. Original signatures are not required. Any handwritten signature submitted by facsimile or through email of a PDF shall be deemed an original.

WITNESS WHEREOF, the Parties, by their respective duly authorized officers or partners as necessary, hereto have caused this Individual Settlement Agreement to be executed and delivered.

Dated: February 22, 2024



By: DAVID S. DART

For: Gifted Nurses, LLC d/b/a Gifted Healthcare,

Dated: February __, 2024

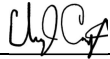
By: Cheryl Covington

Dated: February __, 2024

By: _____

For: Gifted Nurses, LLC d/b/a Gifted Healthcare,

Dated: February 13, 2024



By: Cheryl Covington

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

CHERYL COVINGTON,)
individually and on behalf of)
all others similarly situated,)
)
Plaintiff)

V.)

Case No. 1:22-cv-04000-VMC

GIFTED NURSES, LLC d/b/a)
GIFTED HEALTHCARE)
)
Defendant)

PRELIMINARY APPROVAL ORDER

Plaintiff, Cheryl Covington, and Defendant, Gifted Nurses, LLC d/b/a Gifted Healthcare, have entered into a proposed Class Action Settlement Agreement (the “Settlement”). Plaintiff has moved the Court to grant preliminary approval to the Settlement under Federal Rule of Civil Procedure 23(e)(1), to approve the form and method for giving notice of the proposed Settlement to the Settlement Class, and to schedule a final approval hearing on the Settlement after the deadlines to object to, or opt out of, the Settlement have passed. Defendant does not oppose the motion.

ACCORDINGLY, IT IS HEREBY ORDERED:

1. Terms capitalized herein and not otherwise defined shall have the meanings ascribed to them in the Settlement.

2. This Court has jurisdiction over the subject matter of this lawsuit and jurisdiction over the Class Representative and Defendant in the above-captioned case (the “Parties”).

3. The Court finds that the Court will likely be able to certify the proposed Settlement Class for purposes of entry of judgment, defined as:

All individuals whose Personal Information was compromised as a result of the Data Incident.¹

4. Specifically, the Court finds that the requirements of Rule 23(a) and 23(b)(3) appear to be met:

- a. The class is so numerous that joinder of all members is impracticable, as there are thousands of class members;
- b. There are questions of law or fact common to the class based upon the claims raised in the lawsuit relating to the Data Incident that predominate over questions affecting only individual members;

¹ “Data Incident” means the incident from approximately August 25, 2021, to December 10, 2021, during which an unauthorized third party gained access to Defendant’s employee email account systems, resulting in the unauthorized disclosure of the Plaintiff’s and Class Members’ personally identifying information and other sensitive, non-public financial information (collectively, “Personal Information”).

- c. **The claims of the Class Representative are typical of the claims of the Settlement Class as they arise from the Data Incident;**
- d. **The Class Representative and Class Counsel will fairly and adequately protect the interests of the Settlement Class;**
- e. **Questions of law or fact common to the Class Members predominate over any questions affecting only individual members and a class action is superior to other available methods for fairly and efficiently adjudicating this lawsuit.**

5. The Court finds that the terms of the Settlement are within the range of a fair, reasonable, and adequate compromise under the circumstances of this case. Specifically, the Court finds that:

(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 appears 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); and

(D) the proposal treats class members equitably relative to each other.

6. The Court therefore preliminarily approves the Settlement and directs the parties to the Settlement Agreement to perform and satisfy the terms and conditions that are triggered by such preliminary approval.

6. The Court likewise approves the form and method of notice provided for in the Settlement and finds that it complies with the applicable rules and the requirements of Due Process. The Court appoints Kroll, as Settlement Administrator and orders the Settlement Administrator and the Parties to implement the notice program set forth in the Settlement.

7. A final approval hearing (the “Final Approval Hearing”) shall be held before the undersigned at _____ o’clock, on _____, 2024, at _____, or via video or teleconference, for the purpose of: (a) determining whether the Settlement Class should be finally certified for entry of judgment on the Settlement; (b) determining whether the Settlement Agreement is fair, reasonable, and adequate and should be finally approved; (c)

determining whether a Final Approval Order should be entered; and (d) considering Class Counsel's application for an award of attorneys' fees and expenses. The Court may adjourn, continue, and reconvene the Final Approval Hearing pursuant to oral announcement without further notice to the Class, and the Court may consider and grant final approval of the Settlement, with or without minor modification and without further notice to the Class.

8. Members of the Settlement Class shall be afforded an opportunity to request exclusion from the Class. A request for exclusion from the Class must comply with the requirements for form and timing set forth in the Detailed Notice included in the Settlement. Members of the Settlement Class who submit a timely and valid request for exclusion shall not participate in and shall not be bound by the Settlement. Members of the Settlement Class who do not timely and validly opt out of the Class in accordance with the Detailed Notice shall be bound by all determinations and judgments in the action concerning the Settlement.

9. Class Members who have not excluded themselves shall be afforded an opportunity to object to the terms of the Settlement Agreement. Any objection must: comply with the requirements for form and timing set forth in the Detailed Notice included in the

Settlement. If the Class Member or his or her Counsel wishes to speak at the Final Approval Hearing, he or she comply with the requirements for form and timing set forth in the Detailed Notice included in the Settlement.

10. Any Class Member who does not make his or her objection known in the manner provided in the Settlement Agreement and Detailed Notice shall be deemed to have waived such objection and shall forever be foreclosed from making any objection to the fairness or adequacy of the proposed Settlement Agreement.

11. Any request for intervention in this action for purposes of commenting on or objecting to the Settlement Agreement must meet the requirements set forth above, including the deadline for filing objections, and also must be accompanied by any evidence, briefs, motions or other materials the proposed intervenor intends to offer in support of the request for intervention.

12. Any lawyer intending to appear at the Final Approval Hearing must be authorized to represent a Class Member, must be duly admitted to practice law before this Court, and must file a written appearance. Copies of the appearance must be served on Class Counsel and counsel for Defendant.

14. Class Counsel shall file a motion for approval of the attorneys' fees, expenses, and service awards to be paid from the Settlement Fund, along with any supporting materials, on the deadline provided in the Settlement.

15. If the Settlement does not become effective or is rescinded pursuant to the Settlement, the Settlement and all proceedings had in connection therewith shall be without prejudice to the status quo ante rights of the Class Representative and Defendant, and all Orders issued pursuant to the Settlement shall be vacated.

17. The Court retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

SO ORDERED.

Dated:

Court

Judge, United States District

Norther District of Georgia