

Vess A. Miller (SBN 278020)  
Natalie A. Lyons (SBN 293026)  
**COHEN & MALAD, LLP**  
1 Indiana Square, Suite 1400  
Indianapolis, Indiana 46204  
Telephone: (317) 373-2234  
vmiller@cohenandmalad.com  
nlyons@cohenandmalad.com

Samuel J. Strauss (to be admitted *pro hac vice*)  
Raina Borelli (to be admitted *pro hac vice*)  
**STRAUSS BORRELLI, PLLC**  
One Magnificent Mile  
980 North Michigan Avenue, Suite 1610  
Chicago, Illinois 60611  
Telephone: (872) 263-1100  
sam@straussborrelli.com  
raina@straussborrelli.com

J. Gerard Stranch, IV (to be admitted *pro hac vice*)  
**STRANCH, JENNINGS & GARVEY, PLLC**  
223 Rosa L. Parks Avenue, Suite 200  
Nashville, Tennessee 37203  
Telephone: (615) 254-8801  
gstranch@stranchlaw.com

Matthew J. Langley (SBN 342846)  
**ALMEIDA LAW GROUP**  
849 W. Webster Avenue  
Chicago, Illinois 60614  
Telephone: (312) 576-3024  
matt@almeidalawgroup.com

Daniel Srourian (SBN 285678)  
**SROURIAN LAW FIRM, P.C.**  
3435 Wilshire Boulevard, Suite 1710  
Los Angeles, California 90010  
daniela@slfla.com

*Attorneys for Plaintiff and the Proposed Class*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF SAN DIEGO**

JANE DOE NO. 1, JANE DOE NO. 2, JANE  
DOE NO. 3, B.W., B.A., AND B.B., on behalf of  
themselves and all others similarly situated,

Plaintiffs,

vs.

SAN DIEGO FERTILITY CENTER MEDICAL  
GROUP, INC. d/b/a SAN DIEGO FERTILITY  
CENTER,

Defendant.

) Case No.: 37-2024-00006118-CU-BC-CTL

) Judge: Hon. Marcella O. McLaughlin

) (1) NOTICE OF UNOPPOSED MOTION AND  
) UNOPPOSED MOTION FOR PRELIMINARY  
) APPROVAL OF CLASS ACTION SETTLEMENT;

) (2) MEMORANDUM OF POINTS AND

) AUTHORITIES;

) (3) [PROPOSED] ORDER GRANTING MOTION

) FOR PRELIMINARY APPROVAL OF CLASS

) ACTION SETTLEMENT(UNDER SEPARATE

) COVER)

) Date: July 18, 2025

) Time: 9:30 a.m.

) Place: Department 72

) Action Filed: January 25, 2024

1                    **NOTICE OF UNOPPOSED MOTION AND UNOPPOSED MOTION**

2                    **TO ALL PARTIES AND THEIR COUNSEL OF RECORD:**

3                    **PLEASE TAKE NOTICE** that on July 18, 2025 at 9:30 a.m., or as soon thereafter as the  
4 matter may be heard in the courtroom of the Honorable Marcella O. McLaughlin, located in  
5 Department 72 at Sixth Floor, 330 W Broadway, San Diego, CA 92101, Plaintiff will, and hereby  
6 does, move for an order granting preliminary approval to the proposed class action Stipulation of  
7 Settlement Agreement and Release (the “Settlement Agreement”). A copy of the Settlement  
8 Agreement is attached as **Exhibit A** to the Declaration of Vess A. Miller. Plaintiff will further move  
9 that the Order specifically do the following:

- 10                    1. Certify a class for settlement purposes;
- 11                    2. Designate Plaintiffs as Class Representatives and designate Almeida Law Group, Cohen  
12                    & Malad, LLP, Srourian Law Firm, P.C., Stranch, Jennings, & Garvey, PLLC, and  
13                    Strauss Borelli, PLLC, as Class Counsel;
- 14                    3. Appoint EisnerAmper as the Settlement Administrator;
- 15                    4. Approve, as to form and content, the notice to Class Members attached to the Settlement  
16                    Agreement;
- 17                    5. Approve the form and content of the proposed method of participation in the settlement,  
18                    requesting exclusion from the settlement, or objecting to the settlement;
- 19                    6. Grant preliminary approval of the Settlement Agreement; and
- 20                    7. Set a final approval hearing.

21 //

22 //

23 //

24 //

25 //

26 //

27 //

28 //

1 Dated: January 10, 2025

Respectfully submitted,

2 /s/Vess A. Miller

3 Vess A. Miller (SBN 278020)

4 Natalie A. Lyons (SBN 293026)

**COHEN & MALAD, LLP**

1 Indiana Square, Suite 1400

5 Indianapolis, Indiana 46204

6 Telephone: (317) 373-2234

7 vmiller@cohenandmalad.com

nlyons@cohenandmalad.com

8 J. Gerard Stranch, IV (to be admitted *pro hac vice*)

**STRANCH, JENNINGS & GARVEY, PLLC**

9 223 Rosa L. Parks Avenue, Suite 200

10 Nashville, Tennessee 37203

11 Telephone: (615) 254-8801

gstranch@stranchlaw.com

12 Samuel J. Strauss (to be admitted *pro hac vice*)

13 Raina Borelli (to be admitted *pro hac vice*)

**STRAUSS BORRELLI, PLLC**

14 One Magnificent Mile

980 North Michigan Avenue, Suite 1610

15 Chicago, Illinois 60611

16 Telephone: (872) 263-1100

17 sam@straussborrelli.com

raina@straussborrelli.com

18 Matthew J. Langley (SBN 342846)

**ALMEIDA LAW GROUP**

19 849 W. Webster Avenue

20 Chicago, Illinois 60614

21 Telephone: (312) 576-3024

matt@almeidawgroup.com

22 Daniel Srourian (SBN 285678)

**SROURIAN LAW FIRM, P.C.**

23 3435 Wilshire Boulevard, Suite 1710

24 Los Angeles, California 90010

daniela@slfla.com

25 //

26 //

27 //

28 //

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**TABLE OF CONTENTS**

I. Introduction ..... - 1 -

II. Procedural History and Factual Background ..... - 1 -

    A. This State Action..... - 1 -

    B. The Federal Action. .... - 2 -

    C. Coordination and Mediation of the State and Federal Actions..... - 2 -

    D. Amended Complaint to Add Plaintiffs, Defendants, and Claims from  
        Federal Action..... - 2 -

III. The Settlement Agreement ..... - 3 -

IV. Legal Standard for Preliminary Approval..... - 3 -

V. Argument ..... - 4 -

    A. The Court should grant preliminary approval of the Settlement Agreement  
        because the proposal is well within the range of a fair, reasonable, and  
        adequate compromise..... - 4 -

    B. The Court should certify the Settlement Class for purposes of notice  
        and settlement. .... - 6 -

    C. The Court should approve the form and method of notice. .... - 7 -

VI. Conclusion ..... - 8 -

**TABLE OF AUTHORITIES**

**Cases**

<i>7-Eleven Owners v. Southland Corp.</i> (2000) 85 Cal.App.4th 1135 .....	- 5 -
<i>Bartold v. Glendale Federal Bank</i> (2000) 81 Cal.App.4th 816.....	- 7 -
<i>Capitol People First v. Department of Developmental Services</i> (2007) 155 Cal.App.4th 676.....	- 7 -
<i>Cartt v. Superior Court</i> (1975) 50 Cal.App.3d 960.....	- 7 -
<i>City of Detroit v. Grinnell Corp</i> (2d Cir. 1974) 495 F.2d 448.....	- 4 -
<i>Class Plaintiffs v. City of Seattle</i> (9th Cir. 1982) 955 F.2d 1268 .....	- 4 -
<i>Dunk v. Ford Motor Co.</i> (1996) 48 Cal.App.4th 1794 .....	- 3 -, - 4 -, - 5 -
<i>Ghazaryan v. Diva Limousine, Ltd.</i> (2008) 169 Cal.App.4th 1524.....	- 7 -
<i>Hanlon v. Chrysler Corp.</i> (9th Cir. 1998) 150 F.3d 1011 .....	- 4 -, - 5 -
<i>Hicks v. Kaufman &amp; Broad Home Corp.</i> (2001) 89 Cal.App.4th 908.....	- 6 -
<i>Linder v. Thrifty Oil Co.</i> (2000) 23 Cal.4th 429 .....	- 7 -
<i>Officers for Justice v. Civil Serv. Comm. of City and Cty. of San Francisco</i> (9th Cir. 1982) 688 F.2d 615 .....	- 4 -
<i>Sav-on Drug Stores, Inc. v. Sup. Ct</i> (2004) 34 Cal.4th 319 .....	- 6 -, - 7 -
<i>Vasquez v. Superior Court</i> (1971) 4 Cal.3d 800.....	- 3 -
<i>Wershba v. Apple Computer, Inc.</i> (2001) 91 Cal.App.4th 224.....	- 3 -, - 5 -

**Statutes**

Cal. Civ. Code §1781.....	- 3 -, - 7 -
---------------------------	--------------

**Rules**

Cal. R. Ct. 3.769(g).....	- 4 -
---------------------------	-------

**Treatises**

<i>Conte &amp; Newberg, Newberg on Class Actions</i> §11.24 (4th Ed.).....	- 4 -
--	-------

\\

\\

\\

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. Introduction**

3 The Court should grant preliminary approval to the Settlement Agreement and certify the  
4 Settlement Class because the proposed settlement is well within the range of a fair, reasonable, and  
5 adequate compromise, and the proposed Settlement Class meets all of the requirements for class  
6 certification. Under the Settlement Agreement, Defendant will pay \$850,000 into a non-  
7 reversionary Settlement Fund, and the Net Settlement Fund will be distributed pro rata to persons  
8 who make a claim and who are within the Class defined as all persons who used Defendants' Web  
9 Properties from January 2020 through the present. The Settlement was reached only after intense  
10 litigation by well-qualified counsel and through the help of an esteemed mediator, the Honorable  
11 Jay C. Gandhi (ret.). If finally approved, the Settlement Agreement will resolve all the claims in this  
12 matter.

13 **II. Procedural History and Factual Background**

14 **A. This State Action.**

15 Plaintiff Jane Doe No. 2 filed this action (the "State Action") against Defendant San Diego  
16 Fertility Center ("SDFC") on January 25, 2024. Plaintiff alleged, on behalf of a California class,  
17 that SDFC had violated various California laws by, without authorization, disclosing private  
18 information of California citizens who visited its Web Properties to third parties through the use of  
19 the Meta Pixel and related technologies.

20 On May 3, 2024, SDFC filed a Motion to Stay Proceedings (based on the Federal Action  
21 described below) and set it for an August 23, 2024, hearing.

22 On May 14, 2024, SDFC filed a demurrer and set it for a September 13, 2024, hearing.

23 On July 1, 2024, Plaintiff filed an Amended Complaint.

24 In July, SDFC also served responses and objections to Plaintiff's first sets of interrogatories  
25 and requests for production.

26 On August 8, 2024, SDFC filed a demurrer to the Amended Complaint and set it for a  
27 January 24, 2025, hearing.  
28

1 On August 23, 2024, the Court heard argument on the Motion to Stay and denied the  
2 motion.

3 The parties then engaged in additional discovery.

4 **B. The Federal Action.**

5 After the State Action was filed, on February 5, 2024, Plaintiffs B.W. and a different Jane  
6 Doe (“Jane Doe No. 1”) filed a case in the Southern District of California against SDFC and Ivy  
7 Fertility Services, LLC (“Ivy”), (the “Federal Action”). The Federal Action brought claims on  
8 behalf of a nationwide class alleging Defendants had violated various state and federal laws by,  
9 without authorization, disclosing private information of California citizens who visited their Web  
10 Properties to third parties through the use of the Meta Pixel and related technologies.

11 On May 5, 2024, Defendants in the Federal Action moved to dismiss the complaint, which  
12 the parties briefed in full.

13 On June 12, 2024, Defendants in the Federal Action moved to strike class action allegations  
14 from the complaint, which the parties again briefed in full.

15 **C. Coordination and Mediation of the State and Federal Actions.**

16 Counsel in the State Action and the Federal Action coordinated together to discuss a  
17 potential resolution of the two matters. On September 24, 2024, counsel to both actions participated  
18 in a full-day mediation session with the Honorable Judge Jay C. Gandhi (ret.). The parties reached  
19 an agreement to settle the matters in principle, subject to agreeing to the terms of a final detailed  
20 agreement. As part of implementing the settlement, the parties agreed that the Federal Action would  
21 be dismissed and that the Plaintiffs in the Federal Action would be added to the State Action, along  
22 with their claims from the Federal Action, and along with Jane Doe No. 3, through the filing of a  
23 Second Amended Class Action Complaint, which would bring claims on behalf of a nationwide  
24 class.

25 **D. Amended Complaint to Add Plaintiffs, Defendants, and Claims from Federal**  
26 **Action.**

27 On January 9, 2025, the Parties filed a stipulation to file the Second Amended Complaint to  
28 add plaintiffs B.W., B.A., B.B., Jane Doe No. 1, and Jane Doe No. 3, and defendant Ivy, as well as

1 additional claims from the Federal Action for purposes of implementing their settlement.

### 2 **III. The Settlement Agreement**

3 Under the terms of the Settlement Agreement:

- 4 • The parties agree to the certification for settlement purposes of the following class:  
5 All persons located within the United States who used Defendants' Web Properties from  
6 January 2020 through the present;
- 7 • Defendant will pay \$850,000 into a non-reversionary Settlement Fund;
- 8 • Class Members can claim a pro rata payment from the Net Settlement Fund by  
9 submitting a simple claim form;
- 10 • Class Counsel will seek fees of up to one-third of the Settlement Fund and the Class  
11 Representatives will seek service awards of \$2,500 each;
- 12 • Notice will be provided by mail to patients of SDFC and additional Ivy clinics who  
13 became patients after January 1, 2020;
- 14 • Class Members will have 60 days to opt out or object to the Settlement or to make a  
15 claim; and
- 16 • Defendant will receive the release set forth in the Settlement Agreement, relating to the  
17 released parties' Web Properties and sharing of data relating to the Web Properties.

### 18 **IV. Legal Standard for Preliminary Approval**

19 The settlement of a class action requires court approval. *Dunk v. Ford Motor Co.* (1996) 48  
20 Cal.App.4th 1794, 1800; Cal. Civ. Code §1781(f). California looks to federal authority for guidance  
21 with class action settlements. *Dunk, supra*, 48 Cal.App.4th at 1801, n.7 (citing *Vasquez v. Superior*  
22 *Court* (1971) 4 Cal.3d 800, 821). The decision to approve or reject a proposed settlement is within  
23 the court's discretion. *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 234-35 ("In  
24 general, questions, whether a settlement was fair and reasonable, whether certification of the class  
25 was proper, and whether the attorney fee award was proper, are matters addressed to the trial court's  
26 broad discretion."). Accordingly, a court's decision to approve a class action settlement may be  
27 reversed only upon a strong showing of "clear abuse of discretion." *Hanlon v. Chrysler Corp.* (9th  
28



1 Cir. 1998) 150 F.3d 1011, 1026; *Class Plaintiffs v. City of Seattle* (9th Cir. 1982) 955 F.2d 1268,  
2 1276.

3 The approval process of any class action settlement is done in two steps: (1) an earlier  
4 conditional review by the court; and (2) a later detailed review after the period during which notice  
5 is distributed to class members for their comment or objections. *Conte & Newberg, Newberg on*  
6 *Class Actions* §11.24 (4th Ed.). This procedure assures class members of the protection of  
7 procedural due process safeguards and enables the Court to fulfill its role as the guardian of the  
8 interest of the settlement class.

9 Preliminary approval does not require a court to make a final determination that the  
10 settlement is fair, reasonable, and adequate. Rather, that decision is made only at the final approval  
11 stage, after notice of the settlement has been given to the class members and they have had an  
12 opportunity to voice their views of the settlement or to exclude themselves from the settlement. See  
13 Cal. R. Ct. 3.769(g). In considering a potential class settlement, the court need not reach any  
14 ultimate conclusions on the issues of fact and law which underlie the merits of the dispute (*see City*  
15 *of Detroit v. Grinnell Corp* (2d Cir. 1974) 495 F.2d 448, 456) and need not engage in a trial on the  
16 merits. *See Officers for Justice v. Civil Serv. Comm. of City and Cty. of San Francisco* (9th Cir.  
17 1982) 688 F.2d 615, 625. Neither formal notice nor a hearing is required for the trial court to grant  
18 provisional class certification and preliminary approval; the court may grant such relief upon an  
19 informal application by the settling parties, and may conduct any necessary hearing in court or in  
20 chambers, at the court's discretion. *Newberg, supra*, at §11.25.

## 21 **V. Argument**

### 22 **A. The Court should grant preliminary approval of the Settlement Agreement** 23 **because the proposal is well within the range of a fair, reasonable, and adequate** 24 **compromise.**

25 To grant preliminary approval of a class action settlement, the trial court must determine  
26 whether the settlement is fundamentally fair, adequate, and reasonable. *See Dunk*, 48 Cal.App.4th at  
27 1800. The court has broad powers to determine whether a proposed settlement is fair under the  
28 circumstances of the case. *Id.* at 1801. To make this fairness determination, courts must consider

1 several relevant factors, including “the strength of the Plaintiff’s case, the risk, expense, complexity  
2 and likely duration of further litigation, the risk of maintaining class action status through trial, the  
3 amount offered in settlement, the extent of discovery completed and the stage of the proceedings,  
4 [and] the experience and views of counsel.” *Id.* “The list of factors is not exclusive and the court is  
5 free to engage in a balancing and weighing of the factors depending on the circumstances of each  
6 case.” *Wershba*, 91 Cal.App.4th at 245. Courts give “proper deference to the private consensual  
7 decision of the parties.” *Hanlon*, 150 F.3d at 1027.

8         The burden is on the proponent of the settlement to show that it is fair and reasonable.  
9 *Wershba*, 91 Cal.App.4th at 245. However, a presumption of fairness exists where: (1) the  
10 settlement is reached through arm’s-length bargaining; (2) investigation and discovery are sufficient  
11 to allow counsel and the court to act intelligently; (3) counsel is experienced in similar litigation;  
12 and (4) the percentage of objectors is small. *Id.*; *Dunk*, 48 Cal.App.4th at 1802; *7-Eleven Owners v.*  
13 *Southland Corp.* (2000) 85 Cal.App.4th 1135, 1151. Here, each of the relevant factors supports  
14 approval.

15         First, the Settlement Agreement was only reached through arm’s-length bargaining through  
16 the assistance of well-respected third-party mediator Hon. Jay Gandhi. Declaration of Vess A.  
17 Miller in Support of Unopposed Motion for Preliminary Approval of Class Action Settlement  
18 (“Miller Decl.”) ¶ 3.

19         Second, the parties had engaged in sufficient litigation and discovery to enable each side to  
20 evaluate the risks and value of the claims. The Parties have conducted written discovery, including  
21 the exchange of factual disclosures, records pursuant to requests for production, and verified  
22 responses to written interrogatories, and such discovery has enabled each party to understand and  
23 assess the detail and substance of their respective claims and defenses. *Id.* ¶ 4.

24         Third, Class Counsel has extensive experience in data breach and class action litigation. *Id.* ¶  
25 5 & Exs. B–E.

26         Fourth, there is no opposition to the Settlement at this time, as both Defendant and Plaintiffs  
27 support the proposal and Class Members will have the opportunity to voice any concerns after  
28 preliminary approval is granted.

1 Fifth, while Plaintiffs believe in the strength of their claims, litigation relating to the use of  
2 third-party tracking software on websites is still relatively new, which means that there is inherent  
3 risk in obtaining a favorable result after motion practice, a trial, and appeal, including securing class  
4 certification. *Id.* ¶ 6.

5 Sixth, litigation through verdict and appeal would have been costly and delaying, requiring  
6 expert testimony. *Id.* ¶ 7.

7 Finally, Class Counsel believe that the Settlement Agreement represents a highly favorable  
8 result for the Class Members, given the amount of the settlement and the risks, delays, and  
9 uncertainties that would have come with additional litigation. *Id.* ¶ 8. Thus, the Court should grant  
10 preliminary approval to the Settlement Agreement.

11 **B. The Court should certify the Settlement Class for purposes of notice and**  
12 **settlement.**

13 As part of preliminary approval, the Court should certify the Class for purposes of notice  
14 and settlement. Code of Civil Procedure §382 “authorizes class actions ‘when the question is one of  
15 a common or general interest, of many persons, or when the parties are numerous, and it is  
16 impracticable to bring them all before the court.” *Sav-on Drug Stores, Inc. v. Sup. Ct* (2004) 34  
17 Cal.4th 319, 326. California courts certify class actions where the plaintiff identifies “both (1) an  
18 ascertainable class and (2) a well-defined community of interest among class members.” *Id.*

19 The parties agree that within the context of settlement, the Settlement Class is ascertainable  
20 and numerous as to make it impracticable to join all class members, common questions of law and  
21 fact predominate, Plaintiffs’ claims are typical of the claims of the Class Members, a class action is  
22 superior to other available means for the fair and efficient resolution of the case, Class Counsel will  
23 fairly and adequately protect the interests of the Settlement Class, and that the implementation of  
24 separate actions by individual members of the Settlement Class would create the risk of inconsistent  
25 or varying results. Accordingly, this Class is amenable to class certification for settlement purposes.

26 “Ascertainability is required in order to give notice to putative class members as to whom  
27 the judgment in the action will be res judicata.” *Hicks v. Kaufman & Broad Home Corp.* (2001) 89  
28 Cal.App.4th 908, 914. “A class is ascertainable if it identifies a group of unnamed plaintiffs by

describing a set of common characteristics sufficient to allow a member of that group to identify himself or herself as having a right to recover based on the description.” *Bartold v. Glendale Federal Bank* (2000) 81 Cal.App.4th 816, 828. The proposed class must also be sufficiently numerous. *Linder v. Thrifty Oil Co.* (2000) 23 Cal.4th 429, 435. This action involves thousands of Class Members. Miller Decl. ¶ 3, which is sufficiently numerous. *See Ghazaryan v. Diva Limousine, Ltd.* (2008) 169 Cal.App.4th 1524, 1531 n.5. Further, all Class Members can objectively identify themselves by determining if they visited one of the Web Properties during the Class Period, and notice will be provided to relevant patients.

“Community of interest” “embodies three factors: (1) predominant common questions of law or fact; (2) class representatives with claims or defenses typical of the class; and (3) class representatives who can adequately represent the class.” *Sav-on, supra*, 34 Cal.4th at p. 326. “[T]he community of interest requirement for certification does not mandate that class members have uniform or identical claims.” *Capitol People First v. Department of Developmental Services* (2007) 155 Cal.App.4th 676, 692. The “common issues” requirement “involves analysis of whether the proponent’s ‘theory of recovery’ is likely to prove compatible with class treatment.” *Id.* at 690, citing *Sav-on, supra*, 34 Cal.4th at 327.

Here, common issues of fact and law sufficiently predominate for purposes of settlement. The settlement involves certain policies and practices with respect to Defendant’s Web Properties that Plaintiffs contend applied to all Class Members. Plaintiffs’ claims involve the contention that there was a common practice of disclosing web visitors’ private information and they have vigorously pursued the litigation. For these reasons, this case is readily amenable to class certification in the settlement context and the Court should provisionally certify the Class for settlement purposes.

**C. The Court should approve the form and method of notice.**

As part of preliminary approval, the Court should also approve the agreed form and method of providing notice to the Class. California statutory and case law vests the court with broad discretion in fashioning appropriate class notice. *See* Cal. Civ. Code § 1781; *Cartt v. Superior Court* (1975) 50 Cal.App.3d 960, 973-74. The proposed Class Notice attached to the Settlement

1 Agreement provides information on the meaning and nature of the Settlement, the terms and  
2 provisions of the proposed Settlement, the relief the proposed Settlement will provide to the  
3 Settlement Class Members, the application of Class Counsel for reimbursement of costs and  
4 attorneys' fees, the date, time, and place of the final settlement approval hearing; and the procedure  
5 and deadlines for participating, electing not to participate, or submitting objections to the proposed  
6 Settlement. The proposed Class Notice is consistent with class certification notices approved by  
7 numerous state and federal courts.

8 **VI. Conclusion**

9 For the reasons set forth above, the Court should enter the tendered agreed Order granting  
10 preliminary approval.

11  
12 Dated: January 10, 2025

Respectfully submitted,

13 /s/Vess A. Miller

Vess A. Miller (SBN 278020)

14 Natalie A. Lyons (SBN 293026)

**COHEN & MALAD, LLP**

15 1 Indiana Square, Suite 1400

Indianapolis, Indiana 46204

16 Telephone: (317) 373-2234

17 vmiller@cohenandmalad.com

nlyons@cohenandmalad.com

18 J. Gerard Stranch, IV (to be admitted *pro hac vice*)

19 **STRANCH, JENNINGS & GARVEY, PLLC**

20 223 Rosa L. Parks Avenue, Suite 200

Nashville, Tennessee 37203

21 Telephone: (615) 254-8801

22 gstranch@stranchlaw.com

23 Andrew G. Gunem (SBN 354042)

**STRAUSS BORRELLI, PLLC**

24 One Magnificent Mile

980 North Michigan Avenue, Suite 1610

25 Chicago, Illinois 60611

26 Telephone: (872) 263-1100

27 andrew@straussborrelli.com

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

Matthew J. Langley (SBN 342846)  
**ALMEIDA LAW GROUP**  
849 W. Webster Avenue  
Chicago, Illinois 60614  
Telephone: (312) 576-3024  
matt@almeidalawgroup.com

Daniel Srourian (SBN 285678)  
**SROURIAN LAW FIRM, P.C.**  
3435 Wilshire Boulevard, Suite 1710  
Los Angeles, California 90010  
daniela@slfla.com

1 **PROOF OF SERVICE**

2 I declare that I am a citizen of the United States, over 18 years of age, and not a party to this  
3 action. I am employed at Cohen & Malad, LLP, 1 Indiana Square, Suite 1400, Indianapolis, IN  
4 46204.

5 On **January 10, 2025**, I served a copy of the foregoing document(s) entitled:

6 **(1) Plaintiffs' Notice of Unopposed Motion and Unopposed Motion for Final  
Approval of Class Action Settlement**

7 **(2) [Proposed] Order Granting Unopposed Motion for Preliminary Approval  
8 of Class Action Settlement**

9 on the interested parties in this action as follows:

10 Brenda R. Sharton  
11 **DECHERT LLP**  
12 One International Place, 40th Floor  
13 100 Oliver Street  
14 Boston, MA 02110-2605  
Telephone: (617) 728-7100  
brenda.sharton@dechert.com

Theodore E. Yale  
**DECHERT LLP**  
2929 Arch Street  
Philadelphia, PA 19104  
Telephone: (215) 994-4000  
theodore.yale@dechert.com

15 Benjamin M. Sadun (SBN 287533)  
16 **DECHERT LLP**  
17 US Bank Tower  
18 633 West 5th Street, Suite 4900  
Los Angeles, CA 90071-2032  
Telephone: (213) 808-5700  
benjamin.sadun@dechert.com

19 *Counsel for Defendants*

20 **[ X ] BY ELECTRONIC SERVICE (EMAIL) TO THE ADDRESS(ES) LISTED ABOVE.**

21  
22 I declare under penalty of perjury under the laws of the State of California that the  
23 statements in this Proof of Service are true and correct.

24 Executed on January 10, 2025, at Indianapolis, Indiana.

25  
26 /s/Ariatne Franco  
27 Ariatne Franco  
28

Vess A. Miller (SBN 278020)  
Natalie A. Lyons (SBN 293026)  
**COHEN & MALAD, LLP**  
1 Indiana Square, Suite 1400  
Indianapolis, Indiana 46204  
Telephone: (317) 373-2234  
vmiller@cohenandmalad.com  
nlyons@cohenandmalad.com

Samuel J. Strauss (to be admitted *pro hac vice*)  
Raina Borelli (to be admitted *pro hac vice*)  
**STRAUSS BORRELLI, PLLC**  
One Magnificent Mile  
980 North Michigan Avenue, Suite 1610  
Chicago, Illinois 60611  
Telephone: (872) 263-1100  
sam@straussborrelli.com  
raina@straussborrelli.com

J. Gerard Stranch, IV (to be admitted *pro hac vice*)  
**STRANCH, JENNINGS & GARVEY, PLLC**  
223 Rosa L. Parks Avenue, Suite 200  
Nashville, Tennessee 37203  
Telephone: (615) 254-8801  
gstranch@stranchlaw.com

Matthew J. Langley (SBN 342846)  
**ALMEIDA LAW GROUP**  
849 W. Webster Avenue  
Chicago, Illinois 60614  
Telephone: (312) 576-3024  
matt@almeidalawgroup.com

Daniel Srourian (SBN 285678)  
**SROURIAN LAW FIRM, P.C.**  
3435 Wilshire Boulevard, Suite 1710  
Los Angeles, California 90010  
daniela@slfla.com

*Attorneys for Plaintiff and the Proposed Class*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF SAN DIEGO**

JANE DOE NO. 1, JANE DOE NO. 2, JANE  
DOE NO. 3, B.W., B.A., AND B.B., on behalf of  
themselves and all others similarly situated,

Plaintiffs,

vs.

SAN DIEGO FERTILITY CENTER MEDICAL  
GROUP, INC. d/b/a SAN DIEGO FERTILITY  
CENTER,

Defendant.

) Case No.: 37-2024-00006118-CU-BC-CTL

) Judge: Hon. Marcella O. McLaughlin

) **DECLARATION OF VESS A. MILLER IN SUPPORT**

) **OF UNOPPOSED MOTION FOR PRELIMINARY**

) **APPROVAL OF CLASS ACTION SETTLEMENT**

) **Date: July 18, 2025**

) **Time: 9:30 a.m.**

) **Place: Department 72**

) Action Filed: January 25, 2024



1                                    **NOTICE OF UNOPPOSED MOTION AND UNOPPOSED MOTION**

2            I, Vess A. Miller, declare that the following is true and correct, and if called as a witness, I  
3 could competently testify to the matters set forth below based on my personal knowledge:

4            1.        I am an attorney licensed to practice on the State of California, and I am counsel for  
5 Plaintiffs in the above-captioned action. I submit this declaration in support of the Unopposed  
6 Motion for Preliminary Approval of Class Action Settlement.

7            2.        A true and accurate copy of the executed Stipulation of Settlement Agreement and  
8 Release (the “Settlement Agreement”) with its exhibits is attached as Exhibit A.

9            3.        The Settlement Agreement proposes to resolve the claims of thousands of class  
10 members against Defendants relating to the use of third-party tracking software on certain web  
11 properties and was only reached through arm’s-length bargaining through the assistance of well-  
12 respected third-party mediator Hon. Jay Gandhi.

13           4.        At the time the parties agreed to the Settlement Agreement, the parties had engaged  
14 in sufficient litigation and discovery to enable each side to evaluate the risks and value of the  
15 claims. The parties have conducted written discovery, including the exchange of factual disclosures,  
16 records pursuant to requests for production, and verified responses to written interrogatories, and  
17 such discovery has enabled each party to understand and assess the detail and substance of their  
18 respective claims and defenses.

19           5.        Both my firm and my co-counsel firms have extensive experience in data breach and  
20 class action litigation, as set forth on the attached firm resumes, Exhibits B–E.

21           6.        While Plaintiffs believe in the strength of their claims, litigation relating to the use of  
22 third-party tracking software on websites is still relatively new, which means that there is inherent  
23 risk in obtaining a favorable result after motion practice, a trial, and appeal, including securing class  
24 certification.

25           7.        Litigation through verdict and appeal would have been costly and delaying, requiring  
26 expert testimony.

8. Class Counsel believe that the Settlement Agreement represents a highly favorable result for the Class Members, given the amount of the settlement and the risks, delays, and uncertainties that would have come with additional litigation.

Pursuant to California Code of Civil Procedure § 2015.5, I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 10<sup>th</sup> day of January, 2025, in Indianapolis, IN.

/s/Vess A. Miller

Vess A. Miller (SBN 278020)

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

On **January 10, 2025**, I served a copy of the foregoing document(s) entitled:

on the interested parties in this action as follows:

Theodore E. Yale **DECHERT LLP**  
2929 Arch Street  
Philadelphia, PA 19104  
Telephone: (215) 994-4000  
theodore.yale@dechert.com

*Counsel for Defendant*

Executed on January 10, 2025, at Indianapolis, Indiana.

---

Ariatne Franco

# EXHIBIT A

JANE DOE, <i>et al.</i>	)	
	)	
Plaintiff,	)	
	)	Case No.: 37-2024-00006118 (Cal. Super. Ct.)
v.	)	
	)	
SAN DIEGO FERTILITY CENTER	)	
MEDICAL GROUP, INC. d/b/a	)	
SAN DIEGO FERTILITY CENTER	)	
	)	
Defendant.	)	
	)	
-----	)	
	)	
B.W. and JANE DOE, <i>et al.</i>	)	
	)	
Plaintiffs,	)	
	)	Case No.: 24CV0237 LL BLM (S.D. Cal.)
v.	)	
	)	
SAN DIEGO FERTILITY CENTER	)	
MEDICAL GROUP, INC., and	)	
IVY FERTILITY SERVICES, LLC.	)	
	)	
Defendants.	)	

STIPULATION OF SETTLEMENT  
AGREEMENT AND RELEASE

This Stipulation of Settlement Agreement and Release (this “Settlement Agreement”) is entered into between the B.W., B.B., B.A., and two Jane Doe Plaintiffs, personally and in their capacity as proposed class representatives in the two above captioned matters (collectively, the “Plaintiffs” or “Named Plaintiffs”), and Defendants San Diego Fertility Center Medical Group, Inc. (“SDFC”), and Ivy Fertility Services, LLC (individually, “Ivy,” and collectively with SDFC, the “Defendants”). The Named Plaintiffs and Defendants are collectively referred to as “the Parties.”

WHEREAS, on December 1, 2022, the U.S. Department of Health and Human Resources published a Bulletin, stating in part:

Tracking technologies are used to collect and analyze information about how users interact with regulated entities' websites or mobile applications ("apps"). For example, a regulated entity may engage a technology vendor to perform such analysis as part of the regulated entity's health care operations. The HIPAA Rules apply when the information that regulated entities collect through tracking technologies or disclose to tracking technology vendors includes protected health information (PHI). Some regulated entities may share sensitive information with tracking technology vendors and such sharing may involve unauthorized disclosures of PHI with such vendors. Regulated entities are not permitted to use tracking technologies in a manner that would result in impermissible disclosures<sup>8</sup> of PHI to tracking technology vendors or any other violations of the HIPAA Rules. For example, disclosures of PHI to tracking technology vendors for marketing purposes, without individuals' HIPAA-compliant authorizations, would constitute impermissible disclosures.

WHEREAS, on July 20, 2023, Samuel Levine, Director of the Bureau of Consumer Protection at the Federal Trade Commission, and Melanie Fontes Rainer, Director of the Office for Civil Rights at the U.S. Department of Health and Human Services, sent letters to various companies with websites allegedly containing information related to health, stating in part:

The Office for Civil Rights (OCR) at the U.S. Department of Health and Human Services (HHS) and the Federal Trade Commission (FTC) are writing to draw your attention to serious privacy and security risks related to the use of online tracking technologies that may be present on your website or mobile application (app) and impermissibly disclosing consumers' sensitive personal health information to third parties.

Recent research, news reports, FTC enforcement actions, and an OCR bulletin have highlighted risks and concerns about the use of technologies, such as the Meta/Facebook pixel and Google Analytics, that can track a user's online activities. These tracking technologies gather identifiable information about users as they interact with a website or mobile app, often in ways which are not avoidable by and largely unknown to users.

Impermissible disclosures of an individual's personal health information to third parties may result in a wide range of harms to an individual or others. Such disclosures can reveal sensitive information including health conditions, diagnoses, medications, medical treatments, frequency of visits to health care professionals, where an individual seeks medical treatment, and more. In addition, impermissible disclosures of personal health information may result in identity theft, financial loss, discrimination, stigma, mental anguish, or other serious negative consequences to the reputation, health, or physical safety of the individual or to others.

...

The HIPAA Rules apply when the information that a regulated entity collects through tracking technologies or discloses to third parties (e.g., tracking technology vendors) includes PHI. HIPAA regulated entities are not permitted to use tracking technologies in a manner that would result in impermissible disclosures of PHI to third parties or any other violations of the HIPAA Rules.

WHEREAS, on July 25, 2023, the Federal Trade Commission posted a blog post on its website under the heading “Business Guidance,” stating in part:

Health information isn’t just about medications, procedures, and diagnoses. Rather, it’s anything that conveys information – or enables an inference – about a consumer’s health. Indeed, Premom, BetterHelp, GoodRx, and Flo Health make clear that the fact that a consumer is using a particular health-related app or website – one related to mental health or fertility, for example – or how they interact with that app (say, turning “pregnancy mode” on or off) may itself be health information.

...

Don’t use behind-the-scenes tracking technologies that contradict your privacy promises or otherwise harm consumers. In today’s surveillance economy, the consumer is often the product. Consumer data powers the advertising machine that goes right back to the consumer. But when companies use consumers’ sensitive health data for marketing and advertising purposes, such as by sending that data to marketing firms via tracking pixels on websites or software development kits on apps, watch out. BetterHelp, GoodRx, Premom, and Flo make clear that practices like that may run afoul the FTC Act if they violate privacy promises or if the company fails to get consumers’ affirmative express consent for the disclosure of sensitive health information.

WHEREAS, Defendants dispute the legal validity of OCR and FTC’s Bulletin, letters, and blog post;

WHEREAS, a federal court in Texas questioned OCR’s authority as to portions of the OCR guidance;

WHEREAS, Defendants maintain that even if the OCR and FTC’s interpretation of HIPAA were correct, that would not provide a basis for private litigation against companies such as Defendants;

WHEREAS, Plaintiffs maintain that their litigation against Defendants do not solely rely on the OCR, FTC, and HIPAA;

WHEREAS, lawsuits have been filed in state and federal courts around the United States against healthcare providers, insurance companies, and other defendants related to use of

tracking technologies on websites, including some lawsuits filed by Class Counsel in these Civil Actions.

WHEREAS, on January 25, 2024, Plaintiff Jane Doe filed a Complaint against Defendant SDFC, on behalf of herself and all others similarly situated, in the Superior Court of the State of California for the County of San Diego captioned *Doe v. San Diego Fertility Center Medical Group, Inc.*, No. 37-2024-00006118-CU-BC-CTL (Ca. Super. Ct.), (hereafter, the “State Action”) for damages and other relief, including equitable relief, for alleged negligence, invasion of privacy, breach of implied contract, unjust enrichment, breach of fiduciary duty, violation of the California Invasion of Privacy Act, violation of the California Confidentiality of Medical Information Act, violation of the Comprehensive Computer Data Access and Fraud Act, and violation of Cal. Bus. & Prof. Code §§ 17200, et. seq. concerning SDFC’s alleged sharing of personally identifying information regarding users of the website [www.sdfertility.com](http://www.sdfertility.com) in violation of SDFC’s Privacy Policy and the law. As outlined in Paragraphs 32, 158, and 159 of the State Action Complaint, Plaintiff Jane Doe brought the class action pursuant to Cal. Civ. Proc. Code § 382 on behalf of “[a]ll California citizens whose Private Information was disclosed by Defendant to third parties through the Meta Pixel and related technologies without authorization.”

WHEREAS, on February 5, 2024, Plaintiffs B.W. and Jane Doe filed a Complaint against Defendants, on behalf of themselves and all others similarly situated, in the United States District Court for the Southern District of California captioned *B.W. et al v. San Diego Fertility Center Medical Group, Inc. et al*, No. 3:24-cv-00237 (S.D. Cal.), (hereafter, the “Federal Action”) for damages and other relief, including equitable relief, for alleged intrusion upon seclusion, breach of implied contract, larceny and receipt of stolen property, and violations of the Electronics Communications Privacy Act, 18 U.S.C. § 2511(1), et seq., Cal. Pen. Code §§ 630, et seq., Cal. Civ. Code §§ 56, et seq., and the California Constitution, Article 1 § 1, concerning Defendants’ alleged sharing of personally identifying information regarding users of various websites owned,



operated by, or affiliated with Defendants (the “Web Properties”)<sup>1</sup> in violation of privacy policies and the law. As outlined in Paragraph 276 of the Federal Action Complaint, Plaintiffs B.W. and Jane Doe brought the class action “on behalf of themselves and on behalf of various classes of persons similarly situated, as defined below, pursuant to Rule 23(b)(2), 23(b)(3), and 23(c)(4) of the Federal Rules of Civil Procedure.”

WHEREAS, on July 1, 2024, Plaintiff in the State Action filed an Amended Complaint for damages and other relief, including equitable relief, for negligence, invasion of privacy, breach of implied contract, unjust enrichment, breach of fiduciary duty, violation of the California Invasion of Privacy Act, violation of the California Confidentiality of Medical Information Act, violation of the Comprehensive Computer Data Access and Fraud Act, and violation of Cal. Bus. & Prof. Code §§ 17200, et. seq. The allegations concerned SDFC’s alleged sharing of personally identifying information regarding users of the website [www.sdfertility.com](http://www.sdfertility.com) in violation of SDFC’s Privacy Policy and the law. As outlined in Paragraphs 37, 203, and 204 of the State Action Complaint, Plaintiff Jane Doe brought the class action pursuant to Cal. Civ. Proc. Code § 382 on behalf of “[a]ll California citizens whose Private Information was disclosed by Defendant to third parties through the Meta Pixel and related technologies without authorization.”

WHEREAS, Defendants have at all times denied (and continue to deny) liability for all claims, conduct, and issues alleged in or in any way related to the Civil Actions, and in particular deny that they breached any agreement, violated anyone’s privacy, fell short of duties they have regarding the Plaintiffs or the proposed Class, participated in any wiretapping, wrongly transmitted medical information or personally identifying information to third parties, exchanged stolen property, or received any unjust enrichment;

---

<sup>1</sup> The Web Properties include the websites, portals, billing platforms, and patient appointment webpages affiliated with Defendants, including but not limited to: <https://www.sdfertility.com>, <https://app.ivyfertility.com/contact-us/sdfc/scheduleconsultation>, <https://fertilitycentersoc.com/iui.html>, <https://www.reproductivepartners.com>, <https://pnwfertility.com/>, <https://www.fertilitymemphis.com/>, <https://www.idahofertility.com/>, <https://nevadafertility.com/>, <https://www.nvfertility.com/>, <https://utahfertility.com/>, <https://www.ivyfertility.com/>, and <https://www.vafertility.com>.

WHEREAS, Defendants have at all times denied that the proposed class meets the manageability requirements of either California Civil Procedure Code § 382 or Rule 23 of the Federal Rules of Civil Procedure;

WHEREAS, Defendants have at all times maintained that they have at all times complied with their Privacy Policy obligations and the law;

WHEREAS, the Parties have conducted written discovery, including the exchange of factual disclosures, records pursuant to requests for production, and verified responses to written interrogatories, and such discovery has enabled each party to understand and assess the detail and substance of their respective claims and defenses;

WHEREAS, on September 24, 2024, after a full day mediation session with the Honorable Judge Jay C. Gandhi (ret.), the Parties reached agreement on the material terms of a settlement resolving the Plaintiffs' and proposed Class's claims across both Civil Actions, which are now being memorialized in this Settlement Agreement;

WHEREAS, as part of this Settlement Agreement, the parties have agreed that Plaintiff in the State Action shall file a Second Amended Complaint in the State Action. The Second Amended Complaint shall be substantially similar to the Amended Complaint, filed on July 1, 2024, except it shall add Jane Doe No. 2, B.A., B.B., and B.W. Plaintiffs from the Federal Action as Named Plaintiffs, add Ivy Fertility Services, LLC as a Defendant, add Almeida Law Group LLC and Srourian Law Firm, P.C. as Class Counsel, add claims pursuant to California Penal Code 496(a) and (c), the Electronic Communications Privacy Act 18 U.S.C. § 2511(1), et seq., and California's Constitution, Article 1 § 1, and expand the allegations to address and the proposed Class to include all users of Defendants' Web Properties;

WHEREAS, the Parties are desirous of achieving a resolution of all claims and issues existing between the Parties;

WHEREAS, Class Counsel has concluded, after due investigation and after carefully considering the relevant circumstances, including, without limitation, the claims, the legal and factual defenses thereto, and the applicable law, that (i) it is in the best interests of the Class to

enter into this Agreement in order to avoid the uncertainties of litigation and to assure that the benefits reflected herein are obtained for the Class; and (ii) the Settlement set forth herein is fair, reasonable, and adequate and in the best interest of the Class.

NOW, THEREFORE, in consideration of the mutual promises and agreements hereinafter set forth, receipt of which is acknowledged, it is hereby stipulated and agreed for purposes of settlement only by and between the Parties that:

## **I. DEFINITIONS**

The terms defined below shall have the meanings set forth in this Section wherever used in this Agreement and its exhibits, including the Notice (as defined in Section 1.16, below).

1.1 “Agreement” means this Stipulation of Settlement Agreement and Release and the terms outlined herein.

1.2 “Civil Actions” mean the Federal Action captioned *B.W. et al v. San Diego Fertility Center Medical Group, Inc. et al*, No. 3:24-cv-00237 (S.D. Cal.) and the State Action captioned *Doe v. San Diego Fertility Center Medical Group, Inc.*, No. 37-2024-00006118-CU-BC-CTL (Ca. Super. Ct.).

1.3 “Claim and Release Form” means the form agreed upon by the Parties and approved by the Court, that are to be completed by the Class member—along with supporting documentation described in the Notice—in order to make a claim under this Settlement. Such form accompanying the Notice (as defined in Section 1.16, below) is attached hereto as Exhibit B.

1.4 “Claim Deadline” means the date that occurs sixty (60) days after the date Notice is mailed to the Class, which is the date by which Class members must return a completed Claim and Release Form. If this date is on a Saturday, Sunday, or federally recognized holiday, the Claim Deadline shall be the following business day.

1.5 “Class Counsel” means Almeida Law Group, Cohen & Malad, LLP, Srourian Law Firm, P.C., Stranch, Jennings, & Garvey, PLLC, and Strauss Borelli, PLLC.

1.6 “Class Representative” means the five named individuals who filed the above-captioned matters.

1.7 “Common Settlement Common Fund” means the \$850,000 cash payment to be made by Defendant into a common fund, which is the total amount of settlement money that can possibly be paid by Defendants under this Settlement Agreement, including but not limited to: (a) payments to Class members, (b) any Court approved attorneys’ fees, expenses, and costs as set forth in Section 4.1; (c) payment for the Third Party Administrator’s costs and expenses; and (d) the service awards to the Named Plaintiffs as set forth in Section 5.4.

1.8 The “Class” is defined as persons located with the United States who used Defendants’ Web Properties from January 2020 through the present.

1.9 “Court” means the Superior Court for the Court of California for the County of San Diego.

1.10 “Covered Period” means the time frames for compensation set forth under the definitions for the Class Members.

1.11 “Defense Counsel” means Dechert, LLP.

1.12 “Fairness Hearing” means the hearing set by the Court in the Preliminary Approval Order whereby the members of the Class are permitted to present any objections to this Settlement Agreement.

1.13 “Final Approval Date” means the date the Court enters its Final Approval Order (as defined in Section 1.14, below).

1.14 “Final Approval Order” means any order issued by the Court after the Fairness Hearing which grants final approval of the Settlement, authorizes the distribution of payments to Class Counsel, Plaintiff, Participating Class Members (as defined in Section 1.17, below), and the Third Party Administrator (as defined in Section 1.25, below), under the terms forth herein, and dismisses with prejudice the Class members’ Released Claims against the Released Parties.

1.15 “Net Settlement Fund” is the amount that represents the Common Settlement Fund after deduction of: (a) Court approved attorneys’ fees, expenses, and costs as set forth in

Section 4; (b) payment for the Third-Party Administrator's costs and expenses; and (c) the service award to Plaintiffs as set forth in Section 5.4.

1.16 "Notice" means the notice sent to the Class members, and the related Claim and Release Form, all attached hereto as Exhibits A and B, which have been approved by the Parties and are subject to the approval of the Court.

1.17 "Participating Class Member" means a Class member who returns a Claim and Release Form—along with all required documentation set forth in the Notice—by the Claim Deadline.

1.18 "Payment Deadline" means the date that falls sixty (60) days after the Court enters its Final Approval Order.

1.19 "Plan of Allocation" is the method by which the amount owed under this Settlement is determined for each Participating Class Member—the description of which has been set forth in Section 5.1.

1.20 "Preliminary Approval Date" means the date the Court enters the Preliminary Approval Order (as defined in Section 1.21, below).

1.21 "Preliminary Approval Order" means any order issued by the Court granting conditional class certification under California Civil Procedure Code § 382 on behalf of the Class set forth in the Second Amended Complaint; and which grants preliminary approval of the Settlement; and which authorizes the distribution of the Notice attached hereto as Exhibit A to the Class members; and which preliminarily approves the allocation of the Common Settlement Fund as set forth herein; and which sets a date for a final Fairness Hearing before the Court (the Parties' courtesy copy to be provided to the Court is attached hereto as Exhibit C).

1.22 "Released Claims" means all actions, claims, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, complaints, charges, commissions, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, liabilities, obligations, complaints, rights, and demands whatsoever, at law, admiralty or in equity, whether known or unknown, suspected or unsuspected, against any Defendant or

any Released Party, under federal law or the law of any state (from any of the 50 states, District of Columbia, and United States territories), including those relating in any way to (i) Defendants' Web Properties; (ii) the collection, use, storage, transmission, disclosure, or sharing of any data from, regarding, belonging, or relating to users of Defendants' Web Properties; and (iii) any agreements, contracts, disclosures, non-disclosures, obligations, acts, or omissions regarding the collection, use, storage, transmission, disclosure, or sharing of such data to the maximum extent allowed by law. Such data includes, but is not limited to, user inputs, metadata, device identifiers, app events and other analytics data, location data, health data, personally identifying information, and biometric data. Such claims include, but are not limited to, all claims that have been brought, are, or could have been brought in the Civil Actions, including any potential claims arising out of or related to Defendants' alleged wrongful sharing to third parties. For the avoidance of doubt, this includes, but is not limited to, all claims arising out of or relating to any of Defendants' practices, acts, or omissions alleged, described, or implied by the Civil Action Complaints.

1.23 "Released Parties" means all persons or entities involved in the creation, publication, development, operation, or distribution of Defendants' Web Properties, including San Diego Fertility Center Medical Group, Inc., Ivy Fertility Services, LLC, and their predecessors, successors, and present, future and former affiliates, present affiliates, including the clinics identified in the Civil Action Complaints, parents, subsidiaries, divisions, insurers, reinsurers, officers, directors, board members, principals, attorneys, agents, representatives, employees, and assigns, including, without limitation, any investors, trusts, or other similar or affiliated entities and all persons acting by, through, under, or in concert with any of them, including any party that was or could have been named as a defendant in either Civil Action.

1.24 "Settlement Agreement," the "Agreement," or the "Settlement" means this Stipulation of Settlement Agreement and Release and the terms outlined therein.

1.25 "Third Party Administrator" ("TPA") means the court-appointed Third Party Administrator, who will be responsible for mailing the Notices, collecting the Claim and Release

Forms, establishing a trust account for the purposes of collecting funds from Defendants to effectuate the terms of this Settlement, making payments to the Participating Class Members under the terms of this Agreement, and making payments to Class Counsel under the terms of this Agreement. The Parties, subject to Court approval, have agreed to use EisnerAmper, a company experienced in administering class action claims generally and specifically those of the type provided for here, as Third Party Administrator in this matter.

## **II. RECITALS**

2.1 SDFC is a privately held California corporation established in 1996 with its principal place of business and corporate headquarters at 11425 El Camino Real, San Diego, California in San Diego County.

2.2 Ivy Fertility is a Delaware corporation with its principal place of business and corporate headquarters at 16870 West Bernardo Drive, Suite 120, San Diego, California in San Diego County.

2.3 Class Counsel conducted a thorough investigation into the facts of the Civil Actions, including the discovery of documents concerning operating agreements, privacy policies, and data on website usage. Based on their investigation and evaluation, the Named Plaintiffs and Class Counsel are of the opinion that the terms set forth in this Settlement Agreement are fair, reasonable, and adequate and in the best interests of the Class in light of all known facts and circumstances, including the risk presented by the defenses asserted by Defendants, the risk of not obtaining certification, the risks of decertification, the risk of summary judgment, and the delays associated with the litigation, trial and an appeal process, and ultimately the risks of collecting any awards against Defendants. Defendants are aware of the opposing risks of each of these situations, and the potential exposure it faces if unsuccessful in defeating class certification, and ultimately losing at trial and on appeal.

2.4 It is the desire of the Parties to fully, finally, and forever settle, compromise, and discharge all disputes and claims arising from or related to the Civil Actions and all similar facts, allegations, transactions, or occurrences.

2.5 It is the intention of the Parties that this Agreement shall constitute a full and complete settlement and release by the Plaintiffs and Class members of the Civil Actions and the Released Claims against the Released Parties.

2.6 Defendants deny any liability or wrongdoing of any kind associated with the claims alleged in the Civil Actions. This Agreement is a compromise entered into by Defendants solely for the purpose of avoiding the time and expense of litigation.

2.7 This Agreement is a compromise and shall not be construed as an admission of liability at any time or for any purpose, under any circumstances, by the Parties or the Released Parties. The Parties further acknowledge and agree that neither this Agreement nor the Settlement shall be used to suggest an admission of liability in any dispute that any of the Parties may have now or in the future with respect to any person or entity. Neither this Agreement, anything in it, nor any part of the negotiations that occurred in connection with the creation of this Settlement, nor any act performed or document executed pursuant to or in furtherance of the Settlement Agreement or the settlement, shall constitute evidence with respect to any issue or dispute in any lawsuit, legal proceeding, or administrative proceeding, including but not limited to the certifiability of any putative class action, except for legal proceedings concerning the enforcement or interpretation of this Agreement.

### **III. OBTAINING LEAVE TO AMEND AND CONDITIONAL CLASS CERTIFICATION**

3.1 As a material term of this Settlement, within five (5) days of the Parties executing this Agreement, Plaintiffs shall file—unopposed by Defendants—a motion for leave to file a Second Amended Complaint in the State Action.

3.2 This Second Amended Complaint in the State Action shall be substantially similar to the Amended Complaint, filed on July 1, 2024 in the State Action, except it shall add Jane Doe No. 2, B.B., B.A., and B.W. Plaintiffs from the Federal Action as Named Plaintiffs, add Ivy Fertility Services, LLC as a Defendant, add Almeida Law Group LLC and Srourian Law Firm, P.C. as Class Counsel, add claims pursuant to California Penal Code 496(a) and (c), the



Electronic Communications Privacy Act 18 U.S.C. § 2511(1), et seq., and California's Constitution, Article 1 § 1, and expand the allegations to address and the proposed Class to include all users of Defendants' Web Properties.

3.3 The Court's granting of such leave to file this Second Amended Complaint is a material term of this Settlement, and the Parties' failure to remedy any issues raised by the Court in its denial to grant such leave shall void this Agreement in its entirety.

3.4 As a material term of this Settlement, when filing a motion seeking an order granting preliminary approval of this Settlement, Plaintiffs shall also move to have the Court grant conditional class certification on behalf of the Class—unopposed by Defendants after review and approval of the Motion—in order to effectuate the terms and conditions of this Agreement. This Motion will request that Named Plaintiffs be Class Representatives and Almeida Law Group, Cohen & Malad, LLP, Srourian Law Firm, P.C., Stranch, Jennings, & Garvey, PLLC, and Strauss Borelli, PLLC be Class Counsel. The Court's granting of such conditional certification is a material term of this Settlement. If the Court denies class certification, or any appellate court reverses class certification, and the Parties fail to remedy any issues raised by such court so as to make the class certifiable, this Agreement shall be void in its entirety. If this Agreement becomes null or void under any circumstances, the conditional class certification obtained by the Plaintiffs for the purposes of effectuating the terms of this Settlement shall also become null and void.

3.5 As a material term of this Settlement, within five (5) days of the Parties executing this Agreement, Plaintiffs in the Federal Action shall file a motion to dismiss the Federal Action, which Defendants will join.

#### **IV. ATTORNEYS' FEES, LITIGATION COSTS, AND SETTLEMENT ADMINISTRATION COSTS**

4.1 Class Counsel shall request the Court to approve an award of attorneys' fees not to exceed one third (or \$283,333.33) of the Settlement Fund plus expenses and costs incurred by Class Counsel in the prosecution of Plaintiffs claims in this Civil Actions. In Plaintiffs' motion

for approval of the attorneys' fees, costs, and expenses regarding this Settlement, Plaintiffs will move the Court to require payment of the fees, expenses, and costs to Class Counsel within twenty-one (21) days of the later of: (a) the Final Approval Date, or (b) receipt by the TPA of taxpayer identification numbers via executed W-9 forms from Class Counsel. Defendants will not oppose the Plaintiffs' motion for approval of attorneys' fees, expenses and costs as represented herein. Any and all taxes relating to the payments described in this paragraph shall be the sole responsibility of Class Counsel. Class Counsel agrees to indemnify and hold harmless Defendants and the Released Parties for any taxes due or owing by Class Counsel, Plaintiffs, and Class Members on any payments hereunder. Payment for the attorneys' fees, costs, and expenses outlined herein shall come from the Common Settlement Fund.

4.2 Payment for the services provided by the TPA set forth in this Agreement shall come from the Common Settlement Fund.

4.3 Except for the fees, costs, and other expenses expressly set forth in this Section 4, the Parties shall bear responsibility for their own fees, costs, and expenses incurred by them or arising out of the litigation associated with this Civil Action and will not seek reimbursement thereof from any other party to this Agreement or the Released Parties.

4.4 Class Counsel represent and warrant that other than Class Counsel, there are no persons (natural or legal) having any interest in any award of attorneys' fees, expenses or litigation costs in connection with this Civil Actions. Class Counsel agree to indemnify and hold Defendants harmless as to (a) breach of the representations and warranties contained in this section; and (b) any claims by other persons or entities against Defendants (or any of them) for such an award of attorneys' fees and/or litigation costs.

4.5 Class Counsel represent and warrant that they are not aware of any current client with any claim against Defendants or any of the Released Parties that has, as of the date of the Agreement, not been filed and served upon Defendants.

4.6 All dollar amounts in this Agreement are in United States dollars (USD).

**V. ALLOCATION OF THE COMMON SETTLEMENT FUND**

5.1 The allocated payment to each Participating Class Member who submits a claim shall be a pro-rated portion of the Net Settlement Fund determined by dividing the Net Settlement Fund by the number of Participating Class Members who submit valid claims, rounding to the nearest cent and in such a direction that the total of all payments does not exceed the Net Settlement Fund.

5.2 To be eligible for payment, Participating Class Members must certify that they visited a website created, owned, maintained, or distributed by Defendants, including but not limited to Defendants' Web Properties, between January 1, 2016 and the present.

5.3 To be eligible for payment, Participating Class Members must further certify that:

(a) they have read and understand the contents of the Notice and this Claim Form, including the Releases provided for in the Settlement and the terms of the Plan of Allocation;

(b) they are member of the Class, as defined in the Notice, and not excluded by definition from the Class as set forth in the Notice;

(c) they have not submitted a request for exclusion from the Class;

(d) they have not submitted any other Claim covering the same facts alleged in the State Action or Federal Action;

(e) they are subject to the jurisdiction of the Court with respect to this Claim and for purposes of enforcing the Releases set forth herein;

(f) they agree to furnish such additional information with respect to this Claim Form as Lead Counsel, the Claims Administrator, or the Court may require;

(g) they waive the right to trial by jury, to the extent it exists, and agree to the determination by the Court of the validity or amount of this Claim, and waive any right of appeal or review with respect to such determination;

(h) they acknowledge that they are bound by and subject to the terms of any judgment(s) that may be entered in the Action; and

(i) all information they provided on their claim form is true, correct, and complete, and that the documents they submit therewith are true and correct copies of what they purport to be.

5.4 For their service to the Class, and in recognition of the benefit created, each of the five Named Plaintiffs will move the Court for an order to receive a service award in the amount of \$2,500.00. This amount shall be paid by the Payment Deadline and shall be in addition to any payment made to Plaintiffs pursuant to Section 5.1 and will be administered from the Common Settlement Fund. Any and all taxes relating to such payments shall be the sole responsibility of Plaintiffs. Plaintiffs agree to indemnify and hold harmless Defendants and the Released Parties for any taxes due or owing by Plaintiffs on such service payment.

5.5 Plaintiffs' service award shall be in addition to any payment made to Plaintiffs pursuant to Section 5.1.

## **VI. NOTICE TO THE CLASS MEMBERS & RIGHT TO OBJECT**

6.1 Within twenty-one (21) days of the Court's entering the Preliminary Approval Date, the TPA shall mail notice to all persons who became new patients of SDFC and the other nine fertility clinics associated with the Web Properties from January 1, 2020 through the Preliminary Approval Date for whom a valid mailing address is available. The Notice shall be in a format similar to Exhibits A and B attached hereto and shall include an ability for recipients to process their claims and submit their Claim and Release Form via a website created by the TPA for processing such claims. The Parties will work with the TPA on an agreeable formatting regarding the mailed notice and related website consistent with the terms and requirements set forth on Exhibits A and B.

6.2 The Notice attached as Exhibit A will explain the nature of this Civil Action and how each Class members' share was calculated based on the Plan of Allocation and will provide an opportunity for the Class member to opt-out of this Settlement so that they can separately pursue their claims, if any, against Defendants if they choose. It will also inform the Class member of the Released Claims against the Released Parties. The Notice Class members will

also inform them of the date of the Fairness Hearing and the process for objecting to the Settlement.

6.3 Each Notice shall also provide Class members Class Counsel's contact information and a tollfree number to obtain more information regarding the Notice and Settlement (said number to be set up and staffed by the TPA). The TPA shall also make available a complete copy of this Agreement on the website established to administer these claims.

6.4 The TPA shall inform Class Counsel and Defense Counsel of the date the Notice was sent to the Class.

## **VII. CLAIM, FUNDING PROCESS, & NONPARTICIATION**

7.1 A Class member's Claim and Release Form must be post-marked, or returned via facsimile or e-mail, by the Claim Deadline. No payment shall be made for Claims submitted after the Claim Deadline. Upon request, the TPA shall provide to Class Counsel and Defense Counsel the executed Claim and Release Forms and supporting documents (including forms where any such person "opts-out" of the Settlement) for any Participating Class Member and/or an Excel spreadsheet reflecting the gross payout from the Net Settlement Fund for each Participating Class Member.

7.2 Any Class member's objection to the Settlement must be post-marked, or returned via facsimile or e-mail, by the Claim Deadline to the TPA. The TPA shall provide Class Counsel and Defense Counsel a copy of any objection upon its receipt per the requirements set forth in the Notice, and Class Counsel shall timely file said objections with the Court.

7.3 Within seven (7) days after Final Approval, and consistent with the Court's Final Approval Order, the TPA shall inform the Parties of the payment owed to the TPA for its costs associated with processing the Notice and payments set forth in this Settlement Agreement. This sum shall come from the Common Settlement Fund.

7.4 The TPA shall make payments to the Participating Class Members by the Payment Deadline. The face of each check sent to Participating Class Members, or bolded

language in a notice enclosed with each check, shall clearly state that the check must be cashed within one-hundred and twenty (120) calendar days from the date the check was issued.

7.5 Participating Class Members shall have one-hundred and twenty (120) calendar days from the date the settlement checks are mailed to them by the TPA to cash or otherwise negotiate their settlement checks. If any such Participating Class Member does not cash or otherwise negotiate either check within that 120-day period, such checks will be void and a stop-pay notice will be placed on such uncashed or unnegotiated checks. In such event, those Participating Class Members will be deemed to have waived irrevocably any right in or claim to settlement funds, and any such funds shall be allocated to the agreed-upon *cy pres* recipient. Such Participating Class Members who returned a Claim and Release Form indicating their desire to participate in the Settlement, but did not cash or otherwise negotiate either check, will nevertheless be bound by this Agreement and the Release provisions contained herein.

7.6 Class members who return a Claim and Release Form indicating their desire to not participate in the Settlement will be deemed to have waived irrevocably any right in or claim to any funds under this Settlement but will not be deemed to have waived their right to assert any of the Released Claims against any of the Released Parties in a separate legal proceeding if they so choose.

7.7 Class members who do not return a Claim and Release Form, or fail to timely return a Claim and Release Form by the Claim Deadline, will not receive any portion of the Net Settlement Fund and will be deemed to have waived irrevocably any right in or claim to any funds under this Settlement.

## **VIII. RELEASES BY CLASS MEMBERS AND COVENANT NOT TO SUE**

8.1 By operation of this Agreement and except as to such rights or claims as may be created by this Agreement or those non-waivable by law, Plaintiffs, and their respective heirs, personal representatives, ancestors, beneficiaries, designees, legatees, executors, administrators, successors-in-interest, immediate family, and assigns hereby irrevocably and unconditionally forever and fully releases and discharges Defendants and the Released Parties for the Released

Claims they individually or collectively ever had, may now have or hereafter can, shall or may have .

8.2 By operation of this Agreement and except as to such rights or claims as may be created by this Agreement or those non-waivable by law, the Participating Class Members, and their respective heirs, personal representatives, ancestors, beneficiaries, designees, legatees, executors, administrators, successors-in-interest, immediate family, and assigns hereby irrevocably and unconditionally forever and fully releases and discharges Defendants and the Released Parties, individually and collectively, for, the Released Claims they ever had, may now have or hereafter can, shall or may have.

8.3 By operation of this Agreement and except as to such rights or claims as may be created by this Agreement or those non-waivable by law, Class members from all states and territories of the United States who do not return a Claim and Release Form, or fail to timely return a Claim and Release Form by the Claim Deadline, and their respective heirs, beneficiaries, designees, legatees, executors, administrators, successors-in-interest, and assigns hereby irrevocably and unconditionally forever and fully release and discharge Defendants and the Released Parties, individually and collectively, for the Released Claims they ever had, may now have or hereafter can, shall or may have.

8.4 By operation of this Agreement and except as to such rights or claims as may be created by this Agreement or those non-waivable by law, Plaintiffs, Participating Class Members, and their respective heirs, beneficiaries, immediate family, personal representatives, ancestors, designees, legatees, executors, administrators, successors-in-interest, and assigns hereby absolutely, unconditionally and irrevocably, covenant and agree that they will not sue (at law, in equity, in any regulatory proceeding or otherwise) Defendants or any other Released Party on the basis of or in connection with any Released Claim.

## **IX. NON-ADMISSION**

9.1 Defendants expressly deny any wrongdoing, including but not limited to alleged wrongdoing associated with the claims in the Civil Actions, and make no admission of liability.

Defendants maintain that they have complied with applicable federal, state, and local laws at all times. It is expressly understood and agreed by the Parties that this Agreement is being entered into by Defendants solely for the purpose of avoiding the cost and disruption of ongoing litigation and defending any claims that have been or could be asserted in this Civil Actions. Nothing in this Agreement, the settlement proposals exchanged by the Parties, or any motions filed or orders entered pursuant to this Agreement, may be construed or deemed as an admission by Defendants of any liability, culpability, negligence, or wrongdoing, and this Agreement, including its provisions, its execution, and implementation, including any motions filed or orders entered, shall not in any respect be construed as offered or deemed admissible as evidence, or referred to in any arbitration or legal proceeding for any purpose, except in an action or proceeding to approve, interpret, or enforce this Agreement.

9.2 In the event the Court does not approve this Agreement, the Parties agree this Agreement is not meant to be, and will not be, construed as an admission that Defendants are liable for damages in the Civil Actions or any other litigation or proceeding. Further, in the event the Court does not approve this Agreement, Defendants and the Released Parties reserve the right to deny they engaged in activity that would warrant any damages.

9.3 This Agreement relates to the certification of a class for settlement purposes only. The Parties have not made, nor is any court required to make, any evaluation or finding of manageability of the Class within the meaning of California Civil Procedure Code § 382 or Federal Rule of Civil Procedure 23.

9.4 In the event that the Court does not approve this Agreement (or any appellate court reverses approval of this Agreement or certification of the Class), the Parties agree that Defendants reserve the right to contest certification of the Class. Further, nothing in this Agreement, nor information exchanged solely in support of this agreement or within settlement negotiations, shall be utilized (1) to prosecute or defend against the claims or (2) in support of or opposition to any motion to decertify a class in in the Civil Actions or any other litigation against Defendants or any of the Released Parties.



**X. DUTIES OF THE PARTIES TO OBTAIN COURT APPROVAL**

10.1 In connection with seeking Preliminary Approval by the Court of the Settlement, and consistent with any direction provided by the Court, Class Counsel and Defense Counsel will submit a proposed Order for the Court's review and consideration granting class certification; preliminarily approving the Agreement; adjudging the terms thereof to be fair, reasonable and adequate; and directing consummation of its terms and provisions regarding Notice to the Class.

10.2 In connection with seeking Final Approval by the Court of the Settlement, and consistent with any direction provided by the Court, Class Counsel and Defense Counsel will submit a proposed Order for the Court's review and consideration granting final approval to the Agreement; adjudging the terms thereof to be fair, reasonable and adequate; directing consummation of its terms and provisions; dismissing the Civil Actions on the merits and with prejudice and permanently bar all Class members—with the exception of this who opt-out as addressed in Section 6.2 above—from prosecuting against any Released Parties any of the Released Claims; and for the Court to retain jurisdiction to enforce the terms of the Agreement.

**XI. PARTIES' AUTHORITY**

11.1 The signatories hereby represent that they are fully authorized to enter into this Agreement and to bind the Parties hereto to the terms and conditions hereof.

11.2 The Parties hereby mutually represent and warrant to each other that they have not assigned, transferred or otherwise conveyed to any person or entity any actions, causes of action, etc. against the other.

11.3 All of the Parties acknowledge that they have been represented by competent, experienced counsel throughout the litigation of the Civil Actions, including all negotiations, which preceded the execution of this Agreement, and this Agreement is made with the consent and advice of Class Counsel and Defense Counsel, who have jointly prepared this Agreement.

## **XII. MUTUAL FULL COOPERATION**

12.1 The Parties agree to use their best efforts and to fully cooperate with each other to accomplish the terms of this Agreement, including but not limited to, execution of such documents, and to take such other action as may reasonably be necessary to implement and effectuate the terms of this Agreement.

## **XIII. SETTLEMENT OF DISPUTES**

13.1 All disputes relating to this Agreement and its implementation shall be within the continuing jurisdiction of the Court over the terms and conditions of this Agreement, until all payments and obligations contemplated by the Agreement have been fully carried out.

## **XIV. NOTICES**

14.1 Unless otherwise specifically provided herein, all notices, demands or other communications given hereunder shall be in writing and shall be deemed to have been duly given as of the third business day after mailing by United States registered or certified mail, return receipt requested, addressed as follows:

To Named Plaintiffs or any other Class Member:

Lynn A. Toops  
COHEN & MALAD, LLP  
One Indiana Square, Suite 1400  
Indianapolis, Indiana 46204  
(317) 636-6481  
(317) 636-2593 (facsimile)  
ltoops@cohenandmalad.com

J. Gerard Stranch, IV  
STRANCH, JENNINGS & GARVEY, PLLC  
223 Rosa L. Parks Avenue, Suite 200  
Nashville, Tennessee 37203  
(615) 254-8801  
gstranch@stranchlaw.com  
amize@stranchlaw.com

Matthew J. Langley (SBN 342846)  
ALMEIDA LAW GROUP LLC  
849 W. Webster Avenue  
Chicago, Illinois 60614

t: 312-576-3024  
matt@almeidalawgroup.com

To Defendants:

Brenda R. Sharton  
DECHERT LLP  
One International Place, 40<sup>th</sup> Floor  
100 Oliver Street  
Boston, MA 02110-2605  
Telephone: (617) 728-7100  
Facsimile: (617) 275-8374  
Brenda.Sharton@dechert.com

Benjamin M. Sadun  
DECHERT LLP  
US Bank Tower  
633 West 5<sup>th</sup> Street, Suite 4900  
Los Angeles, CA 90071-2032  
Telephone: (213) 808-5700  
Facsimile: (213) 808-5760  
Benjamin.Sadun@dechert.com

Theodore E. Yale  
DECHERT LLP  
Cira Centre  
2929 Arch Street  
Philadelphia, PA 19104-2808  
Telephone: (215) 994 2455  
Facsimile: (215) 655-2455  
theodore.yale@dechert.com

**XV. AMENDMENTS/MODIFICATION**

15.1 No waiver, modification, or amendment of the terms of this Agreement and/or its attachments shall be valid or binding unless in writing, signed by and on behalf of all of the Parties, and then only to the extent set forth in such written waivers, modifications, or amendments, and approved by the Court.

**XVI. ENTIRE AGREEMENT**

16.1 This Agreement, its attachments, constitute the entire agreement between the Parties concerning the subject matter hereof. No extrinsic oral or written representations or

terms shall modify, vary or contradict the terms of this Agreement. In the event of any conflict between this Agreement and any other Settlement-related document, the Parties intend that this Agreement shall be controlling.

#### **XVII. CONTINUING JURISDICTION**

17.1 The Parties request that the Court retain continuity and exclusive jurisdiction over the Parties for the purposes of the administration and enforcement of this Agreement. However, approval of the Agreement will not depend upon the Court granting this request, and the fact that the Court declines to exercise such jurisdiction will not impact the enforceability of this Agreement.

#### **XVIII. COUNTERPARTS**

18.1 This Agreement may be executed in counterparts, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Agreement, which shall be binding upon and effective as to all Parties.

#### **XIX. NO THIRD-PARTY BENEFICIARIES**

19.1 Except for Released Parties, this Agreement shall not be construed to create rights in, or to grant remedies to, or to delegate any duty, obligation, or undertaking established herein to any third party as a beneficiary of this Agreement.

#### **XX. BINDING AGREEMENT**

20.1 This Agreement shall be binding upon, and inure to the benefit of, the Parties and their affiliates, agents, employees, beneficiaries, heirs, executors, administrators, successors, and assigns.

#### **XXI. VOIDING THE AGREEMENT**

21.1 In the event this Agreement, or any amended version agreed upon by the Parties does not obtain judicial approval for any reason, this Agreement shall be null and void in its entirety, unless expressly agreed in writing by all Parties. If this Agreement becomes void for

any reason, including failure to obtain judicial approval, Defendants reserve all right to litigate and oppose Plaintiffs' claims and to oppose class certification.

## **XXII. NON-DISPARAGEMENT**

22.1 Except as provided for in Section 3, Plaintiffs and Class Counsel agree not to make or release, directly or indirectly, whether in such party's own name or in any alias or pseudonym, any statement or communication that is intended, or reasonably expected, to harm the reputation, goodwill, business, business relationships, prospects or operations of any of the Released Parties in relation to the conduct alleged in the State Action or Federal Action, including the use of third-party analytics tools on Defendants' Web Properties. The statements and communications barred by this paragraph shall include, but are not limited to, statements made to or through newspapers, magazines, television, radio, internet, social media, or any other media whether national, local or international. Nothing herein shall be interpreted to require Class Counsel to violate their ethical obligations to any current or future clients.

## **XXIII. GOVERNING LAW**

23.1 This Agreement, and the exhibits hereto, shall be considered to have been negotiated, executed, and delivered, and to have been wholly performed in the State of California, and the rights and obligations of the Parties shall be construed and enforced in accordance with, and governed by, the substantive laws of the State of California without regard to that state's choice of law principles.

## **XXIV. PRIVACY OF DOCUMENTS AND INFORMATION**

24.1 All agreements made, and orders entered during the course of the Civil Actions relating to the confidentiality of information and documents shall survive this Agreement.

24.2 Plaintiffs and Class Counsel agree that they will not disclose to any third parties, or use for any purpose, documents and information obtained in the course of the litigation, including information exchanged pursuant to settlement discussions, except that this Section shall not apply in any action to enforce or interpret the terms of this Agreement, and also shall not apply to the extent that any party is required by subpoena or other legal process to disclose

this information (in which event, the Party receiving any such subpoena, order, or other legal process shall give written notice to the other Party pursuant to the provisions of Section 14 at least seven (7) days prior to responding). The terms of the Agreed Confidentiality Order, as approved by the Court, shall continue to remain in full force and effect, notwithstanding anything to the contrary in this Agreement.

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement  
as of the date indicated below:

Dated: January 8, 2025  
\_\_\_\_\_, 2024

By:   
LYNN A. TOOPS\*  
COHEN & MALAD, LLP  
ONE INDIANA SQUARE, SUITE 1400  
INDIANAPOLIS, INDIANA 46204  
(317) 636-6481  
(317) 636-2593 (FACSIMILE)  
LTOOPS@COHENANDMALAD.COM

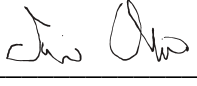
Dated: January 8, 2025  
\_\_\_\_\_, 2024

By:   
J. GERARD STRANCH, IV\*  
STRANCH, JENNINGS & GARVEY, PLLC  
223 ROSA L. PARKS AVENUE, SUITE 200  
NASHVILLE, TENNESSEE 37203  
(615) 254-8801  
GSTRANCH@STRANCHLAW.COM  
AMIZE@STRANCHLAW.COM

Dated: December 31, 2024

By:   
MATTHEW J. LANGLEY  
ALMEIDA LAW GROUP LLC  
849 W. WEBSTER AVENUE  
CHICAGO, ILLINOIS 60614  
T: 312-576-3024  
MATT@ALMEIDALAWGROUP.COM


Dated: December 31, 2024

By:   
PLAINTIFF JANE DOE NO. 1

Dated: \_\_\_\_\_, 2024

By: \_\_\_\_\_  
PLAINTIFF JANE DOE NO. 2


Dated: December 31, 2024

By:   
PLAINTIFF B.W.

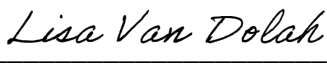
Dated: December 31, 2024

By:   
PLAINTIFF B.B.

Dated: Dec 31, 2024

By:   
PLAINTIFF B.A.

Dated: December 30, 2024

By:   
Lisa Van Dolah  
Chief Executive Officer  
Ivy Fertility Services, LLC and  
San Diego Fertility Center Medical Group, Inc.

Dated: \_\_\_\_\_, 2025

By: \_\_\_\_\_  
MATTHEW J. LANGLEY  
ALMEIDA LAW GROUP LLC  
849 W. WEBSTER AVENUE  
CHICAGO, ILLINOIS 60614  
T: 312-576-3024  
MATT@ALMEIDALAWGROUP.COM

Dated: \_\_\_\_\_, 2025

By: \_\_\_\_\_  
PLAINTIFF JANE DOE NO. 1

Dated: January 8, 2025

By: Jane Doe  
PLAINTIFF JANE DOE NO. 2

Dated: \_\_\_\_\_, 2025

By: \_\_\_\_\_  
PLAINTIFF JANE DOE NO. 3

Dated: \_\_\_\_\_, 2025

By: \_\_\_\_\_  
PLAINTIFF B.W.

Dated: \_\_\_\_\_, 2025

By: \_\_\_\_\_  
PLAINTIFF B.B.

Dated: \_\_\_\_\_, 2025

By: \_\_\_\_\_  
PLAINTIFF B.A.

Dated: \_\_\_\_\_, 2025

By: \_\_\_\_\_

\_\_\_\_\_  
**San Diego Fertility Center Medical Group, Inc.**  
Lisa Van Dolah



Dated: \_\_\_\_\_, 2025

By: \_\_\_\_\_  
MATTHEW J. LANGLEY  
ALMEIDA LAW GROUP LLC  
849 W. WEBSTER AVENUE  
CHICAGO, ILLINOIS 60614  
T: 312-576-3024  
MATT@ALMEIDALAWGROUP.COM

Dated: \_\_\_\_\_, 2025

By: \_\_\_\_\_  
PLAINTIFF JANE DOE NO. 1

Dated: \_\_\_\_\_, 2025

By: \_\_\_\_\_  
PLAINTIFF JANE DOE NO. 2

Dated: 1/8/25, 2025

By:  \_\_\_\_\_  
PLAINTIFF JANE DOE NO. 3

Dated: \_\_\_\_\_, 2025

By: \_\_\_\_\_  
PLAINTIFF B.W.

Dated: \_\_\_\_\_, 2025

By: \_\_\_\_\_  
PLAINTIFF B.B.

Dated: \_\_\_\_\_, 2025

By: \_\_\_\_\_  
PLAINTIFF B.A.

Dated: \_\_\_\_\_, 2025

By: \_\_\_\_\_

\_\_\_\_\_  
**San Diego Fertility Center Medical Group, Inc.**  
Lisa Van Dolah

# EXHIBIT A

[Advertisement]

# Notice of Class Action Settlement

## **What is this Settlement for?**

Plaintiffs filed a class action lawsuit and claimed that San Diego Fertility Center Medical Group, Inc. and Ivy Fertility Services, LLC (individually, “Ivy,” and collectively “Defendants”) violated their Privacy Policies and the law by allegedly sharing personally identifiable device information of persons who used their websites after January 1, 2020. Defendants deny these allegations and any assertion of wrongdoing including any violation of its Privacy Policies.

Plaintiffs and Defendants agreed to settle the Lawsuit in mediation. By this agreement, the parties avoid the cost and uncertainty of further litigation, trial, and appeals. Counsel for Defendants and Plaintiffs negotiated the terms of the settlement described in this notice.

Defendants contend that San Diego Fertility Center Medical Group, Inc. or Ivy Fertility Services, LLC, or any individual or party affiliated with them, shared any patient records or personal medical information, names, birthdays, email addresses, or physical addresses.

## **What Are The Settlement Class Member Benefits?**

Defendants have agreed to pay \$850,000 into a Settlement Fund. The Settlement Administrator will distribute pro rata cash payments to Settlement Class Members who submit a valid and timely Claim Form.

## **Deadline to make my claim:**

You must complete the claim form (see next section) by [date = 60 days from email being sent]

## **How do I make a claim to receive payment?**

You will need to complete an on-line claim form. In the claim form, you will be asked to certify that you visited one of the following urls between January 1, 2020 and the present:

- <https://www.sdfertility.com>
- <https://app.ivyfertility.com/contact-us/sdfc/scheduleconsultation>
- <https://fertilitycentersoc.com/iui.html>
- <https://www.reproductivepartners.com>
- <https://pnwfertility.com/>
- <https://www.fertilitymemphis.com/>
- <https://www.idahofertility.com/>
- <https://nevadafertility.com/>
- <https://www.nvfertility.com/>
- <https://utahfertility.com/>

- <https://www.ivyfertility.com/>
- <https://www.vafertility.com>
- Other website created, owned, maintained, or distributed by Defendants

Claim form available here: [to be inserted]

**Copy of Complete Settlement Agreement:**

For a copy of the complete settlement agreement, go to  
[www.IvyFertilitySettlementAgreement.com](http://www.IvyFertilitySettlementAgreement.com)

**Do I have to Participate?**

No. If you do not want to participate in this settlement, you are not required. If you would like to opt-out of this agreement and pursue this claim on our own with your own legal counsel, you can. To do so, you must “opt-out” by [date = 60 days from date notice is emailed]. If you would like to opt out, fill out an opt-out form here: [to be inserted]

**Can I object to this Settlement?**

Yes. If you would like to object to this settlement, you have until [date = 60 days from date notice is emailed] to file your objection. If you would like to object to this settlement, you may fill out an objection form here: [to be inserted]

**Questions About this Notice?**

800-[insert phone number]\_\_\_\_\_

Plaintiffs and class members are represented by Almeida Law Group, Cohen & Malad, LLP, Srourian Law Firm, P.C., Stranch, Jennings, & Garvey, PLLC, and Strauss Borelli, PLLC.  
[insert phone number]

# EXHIBIT B

## [Claim Form Landing page]

You have arrived at the Claim Form page for the class action settlement in the matter of *Doe et al. v. San Diego Fertility Center Medical Group, Inc. et. al.*—California Superior Court, Case No.: 37-2024-00006118 (the “Civil Action”). Submission of this Claim Form does not guarantee that you will share in the proceeds of the Settlement. The distribution of the Net Settlement Fund will be governed by the Plan of Allocation set forth in the Notice, if it is approved by the Court, or by such other plan of allocation as the Court approves.

If the Court approves the Settlement, payments to eligible Claimants pursuant to the Plan of Allocation (or such other plan of allocation as the Court approves) will be made after the completion of all claims processing.

**Claim Deadline:** [date = 60 days from mailing]

If you have any questions regarding this notice or the claim process, please contact \_\_\_\_\_ @ 800 \_\_\_\_\_

For a complete copy of the Settlement Agreement: [click here](#).

### CLAIM FORM:

By submitting a signed Claim Form, you will be swearing to the truth of the statements contained therein and the genuineness of the documents attached thereto. By executing this Claim Form, you will be releasing the Released Parties of the Released Claims.

“Released Parties” means all persons or entities involved in the creation, publication, development, operation, or distribution of Defendants’ Web Properties, including San Diego Fertility Center Medical Group, Inc., Ivy Fertility Services, LLC, and their predecessors, successors, and present, future and former affiliates, present affiliates, including the clinics identified in the Civil Action Complaints, parents, subsidiaries, divisions, insurers, reinsurers, officers, directors, board members, principals, attorneys, agents, representatives, employees, and assigns, including, without limitation, any investors, trusts, or other similar or affiliated entities and all persons acting by, through, under, or in concert with any of them, including any party that was or could have been named as a defendant in either Civil Action.

“Released Claims” means all actions, claims, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, complaints, charges, commissions, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, liabilities, obligations, complaints, rights, and demands whatsoever, at law, admiralty or in equity, whether known or unknown, suspected or unsuspected, against any Defendant or any Released Party, under federal law or the law of any state (from any of the 50 states, District of Columbia, and United States territories), including those relating in any way to (i) Defendants’ Web Properties; (ii) the collection, use, storage, transmission, disclosure, or sharing of any data from, regarding, belonging, or relating to users of Defendants’ Web Properties; and (iii) any agreements, contracts, disclosures, non-disclosures, obligations, acts, or omissions regarding the

collection, use, storage, transmission, disclosure, or sharing of such data to the maximum extent allowed by law. Such data includes, but is not limited to, user inputs, metadata, device identifiers, app events and other analytics data, location data, health data, personally identifying information, and biometric data. Such claims include, but are not limited to, all claims that have been brought, are, or could have been brought in the Civil Actions, including any potential claims arising out of or related to Defendants’ alleged wrongful sharing to third parties. For the avoidance of doubt, this includes, but is not limited to, all claims arising out of or relating to any of Defendants’ practices, acts, or omissions alleged, described, or implied by the Civil Action Complaints.

“Defendants’ Web Properties” means the websites, portals, billing platforms, and patient appointment webpages affiliated with San Diego Fertility Center Medical Group, Inc. and Ivy Fertility Services, LLC, including but not limited to: <https://www.sdfertility.com>, <https://app.ivyfertility.com/contact-us/sdfc/scheduleconsultation>, <https://fertilitycentersoc.com/iui.html>, <https://www.reproductivepartners.com>, <https://pnwfertility.com/>, <https://www.fertilitymemphis.com/>, <https://www.idahofertility.com/>, <https://nevadafertility.com/>, <https://www.nvfertility.com/>, <https://utahfertility.com/>, <https://www.ivyfertility.com/>, and <https://www.vafertility.com>.

#### Claimant’s information

Last Name:  
First Name:  
Address 1:  
Address 2:  
City:  
State:  
Zip:  
Email:

Have you personally visited one or more of Defendants’ Web Properties?  
[Yes box] [No box]

If yes, when?

## CERTIFICATION

By signing and submitting this Claim Form, You agree to the release above and certify as follows:

1. I have read and understand the contents of the Notice and this Claim Form, including the Releases provided for in the Settlement and the terms of the Plan of Allocation
2. I am a member of the Class, as defined in the Notice, and I'm not excluded by definition from the Class as set forth in the Notice.
3. I have not submitted a request for exclusion from the Class.
4. I have not submitted a claim covering the same facts alleged in the Released Claims.
5. I am subject to the jurisdiction of the Court with respect to this Claim and for purposes of enforcing the Releases set forth herein.
6. I agree to furnish such additional information with respect to this Claim Form as Lead Counsel, the Claims Administrator, or the Court may require.
7. I waive the right to trial by jury, to the extent it exists, and agree to the determination by the Court of the validity or amount of this Claim, and waive any right of appeal or review with respect to such determination.
8. I acknowledge that I am bound by and subject to the terms of any judgment(s) that may be entered in the Action; and

I CERTIFY THAT ALL OF THE INFORMATION PROVIDED BY ME ON THIS CLAIM FORM IS TRUE, CORRECT, AND COMPLETE, AND THAT THE DOCUMENTS SUBMITTED HEREWITH ARE TRUE AND CORRECT COPIES OF WHAT THEY PURPORT TO BE

/s/ [typed in signature of claimant] \_\_\_\_\_ [date]

Click on "submit".

Or, you can print off a copy of this completed claim form, and along with a copy of your receipt or proof of purchase, mail to:

[TPA]



[Opt-Out Landing page]

You have arrived at the Opt-out page for the class action settlement in the matter of *Doe et al. v. San Diego Fertility Center Medical Group, Inc. et. al.*—California Superior Court, Case No.: 37-2024-00006118.

**“Opt-Out” Deadline:** [date = 60 days from mailing]

If you have any questions regarding this notice or the opt-out process, please contact \_\_\_\_\_ @ 800 \_\_\_\_\_

For a complete copy of the Settlement Agreement: [click here](#).

Opt-out Form:

Last Name:  
First Name:  
Address 1:  
Address 2:  
City:  
State:  
Zip:  
Email:

I hereby “opt-out” of the class action Settlement Agreement in the matter of *Doe et al. v. San Diego Fertility Center Medical Group, Inc. et. al.*—California Superior Court, Case No.: 37-2024-00006118. By doing so, I preserve my right to obtain my own legal counsel and pursue this matter on my own.

Date:  
/s/ [typed in signature of claimant] \_\_\_\_\_ [date]

Click on “[submit](#)”.

Or, you can print off a copy of this completed opt-out form and mail to:

[TPA]

The postmark for this mailing must be by [date = 60 days from mailing]

[Objection Landing page]

You have arrived at the Objection page for the class action settlement in the matter of *Doe et al. v. San Diego Fertility Center Medical Group, Inc. et. al.*—California Superior Court, Case No.: 37-2024-00006118. You would complete this page if you want to object to the settlement agreement reached by the parties.

The Judge presiding over this Lawsuit, the Hon. Marcella O. McLaughlin, will conduct a Final Fairness Hearing at \_\_\_\_\_ [a.m./p.m.] on \_\_\_\_\_, 2024 in Department 72 of the Hall of Justice located at 330 W Broadway San Diego, CA 92101. At this hearing, the Judge will decide whether the settlement is sufficiently fair and reasonable to warrant final court approval. You are not required or expected to attend the Fairness Hearing, but you can if you so desire.

**“Objection” Deadline:** [date = 60 days from mailing]

If you have any questions regarding this notice or the objection process, please contact \_\_\_\_\_ @ 800 \_\_\_\_\_

For a complete copy of the Settlement Agreement: [click here](#).

Objection Form:

Last Name:

First Name:

Address 1:

Address 2:

City:

State:

Zip:

Email:

Reason(s) for your objection:

Will you be attending the fairness hearing in person? \_\_\_\_ yes \_\_\_\_ no

Do you intend on speaking at the fairness hearing? \_\_\_\_ yes \_\_\_\_ no

If you have any documents you would like to present regarding your objection, please attach a .jpg or .pdf file.

For the reasons set forth above, I hereby object to the class action Settlement Agreement in the matter of *Doe et al. v. San Diego Fertility Center Medical Group, Inc. et. al.*—California Superior Court, Case No.: 37-2024-00006118.

/s/ [typed in signature of claimant] \_\_\_\_\_ [date]

Click on “submit”.

Or, you can print off a copy of this completed objection form and, along with any supporting documents, mail to:

[TPA]

The postmark for this mailing must be by [date = 60 days from mailing

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

# Exhibit C

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF SAN DIEGO

JANE DOE, <i>et al.</i> , on behalf of themselves and all others similarly situated,	)	Case No.: 37-2024-00006118-CU-BC-CTL
	)	
Plaintiffs,	)	Judge: Hon. Marcella O. McLaughlin
	)	
vs.	)	<b>[PROPOSED] ORDER GRANTING UNOPPOSED</b>
	)	<b>MOTION FOR PRELIMINARY APPROVAL OF</b>
SAN DIEGO FERTILITY CENTER MEDICAL GROUP, INC. d/b/a SAN DIEGO FERTILITY CENTER,	)	<b>CLASS ACTION SETTLEMENT</b>
	)	
	)	
Defendant.	)	
	)	
	)	
	)	
	)	

1 The Court has before it Plaintiffs' Unopposed Motion for Preliminary Approval of Class  
2 Action Settlement. Having reviewed the motion and accompanying papers, the Court finds that  
3 the motion should be, and hereby is GRANTED. The Court finds and orders as follows:

4 1. The Court finds on a preliminary basis that the Settlement Agreement appears to  
5 be fair, adequate, and reasonable and, therefore, meets the requirements for preliminary  
6 approval. The Court grants preliminary approval of the Settlement and the Settlement Class  
7 based upon the terms set forth in the Settlement Agreement.

8 2. The Settlement falls within the range of reasonableness of a settlement that could  
9 ultimately be given final approval by this Court and appears to be presumptively valid, subject  
10 only to consideration of any objections that may be raised at the Final Approval Hearing and  
11 final approval by this Court.

12 3. The Court preliminarily finds that the terms of the Settlement appear to be within  
13 the range of possible approval, pursuant to California Code of Civil Procedure § 382 and  
14 applicable law. The Court finds on a preliminary basis that: (1) the settlement amount is fair and  
15 reasonable to the class members when balanced against the probable outcome of further  
16 litigation relating to class certification, liability, and damages issues, and potential appeals; (2)  
17 significant discovery, investigation, research, and litigation have been conducted, such that  
18 counsel for the parties at this time are able to reasonably evaluate their respective positions; (3)  
19 settlement at this time will avoid substantial costs, delay, and risks that would be presented by  
20 the further prosecution of the litigation; and (4) the proposed settlement has been reached as the  
21 result of intensive, serious, and non-collusive negotiations between the Parties with the  
22 assistance of a well-respected class action mediator. Accordingly, the Court preliminarily finds  
23 that the Settlement Agreement was entered into in good faith.

24 4. A final fairness hearing on the question of whether the proposed settlement,  
25 attorneys' fees and costs to Class Counsel, and the class representatives' service awards should  
26 be finally approved as fair, reasonable, and adequate is hereby set in accordance with the  
27 Implementation Schedule set forth below.  
28

1           5.       The Court provisionally certifies, for settlement purposes only, the following class  
2 (the “Settlement Class”): All persons located within the United States who used Defendants’  
3 Web Properties from January 2020 through the present.<sup>2</sup>

4           6.       The Court finds, for settlement purposes only, that the Settlement Class meets the  
5 requirements for certification under California Code of Civil Procedure § 382 in that: (1) the  
6 Settlement Class Members are so numerous that joinder is impractical; (2) there are questions of  
7 law and fact that are common, or of general interest, to all Settlement Class Members, which  
8 predominate over individual issues; (3) Plaintiffs’ claims are typical of the claims of the  
9 Settlement Class Members; (4) Plaintiffs and Class Counsel will fairly and adequately protect the  
10 interests of the Settlement Class Members; and (5) a class action is superior to other available  
11 methods for the fair and efficient adjudication of the controversy.

12           7.       The Court appoints as Class Representatives, Plaintiffs Jane Doe 1, Jane Doe 2,  
13 B.W., B.A., and B.B.

14           8.       The Court appoints as Class Counsel the law firms of Almeida Law Group;  
15 Cohen & Malad, LLP; Srourian Law Firm, P.C.; Stranch, Jennings, & Garvey, PLLC; and  
16 Strauss Borelli, PLLC.

17           9.       The Court appoints EisnerAmper as Settlement Administrator.

18           10.      The Court approves, as to form and content: (1) the Class Notice attached to the  
19 Settlement Agreement as Exhibit A and (2) the Claim, Release, Opt-Out, and Objection forms  
20 attached to the Settlement Agreement as Exhibit B. The Court finds that the plan for distribution  
21 of the Notice to Settlement Class Members satisfies due process, provides the best notice  
22 practicable under the circumstances, and shall constitute due and sufficient notice to all persons  
23 entitled thereto.

---

24           <sup>2</sup> The Web Properties include the websites, portals, billing platforms, and patient appointment webpages  
25 affiliated with Defendants, including but not limited to: <https://www.sdfertility.com>,  
26 <https://app.ivyfertility.com/contact-us/sdfc/scheduleconsultation>, <https://fertilitycentersoc.com/iui.html>,  
27 <https://www.reproductivepartners.com>, <https://pnwfertility.com/>, <https://www.fertilitymemphis.com/>,  
28 <https://www.idahofertility.com/>, <https://nevadafertility.com/>, <https://www.nvfertility.com/>,  
<https://utahfertility.com/>, <https://www.ivyfertility.com/>, and <https://www.vafertility.com>.

1           11.     The parties are ordered to carry out the Settlement according to the terms of the  
2 Settlement Agreement.

3           12.     Any class member who does not timely and validly request exclusion from the  
4 settlement may object to the Settlement Agreement.

5           13.     The Court orders the following Implementation Schedule:

6     Settlement Administrator to Send Notice	21 days after entry of this Order.
7     Requests for Exclusion and Deadline to 8     Object	60 days after notice is first sent
9     Deadline to file motion for final approval, 10    including request for attorneys’ fees, 11    expenses, and service awards	21 days before the Final Approval Hearing, which is _____, 2025.
12    Final Approval Hearing	_____, 2025, at ____: 13                                   a.m./p.m. 14                                   The hearing may be continued to another date 15                                   without further notice to the Class.

16  
17           14.     The Court further ORDERS that, pending further order of this Court, all other  
18 proceedings in this lawsuit, except those contemplated herein and in the settlement, are stayed.  
19           **IT IS SO ORDERED.**





Title	SDFC and Ivy - Settlement Agreement (for ALG Plaintiff...
File name	Partially%20Execu...t%20Agreement.pdf
Document ID	12139b1a356c2c52fca930869d1d3162de442288
Audit trail date format	MM / DD / YYYY
Status	● Signed

This document was requested from app.clio.com

Document History

 SENT	<b>12 / 31 / 2024</b> 17:11:44 UTC	Sent for signature to Danica Oliver (danica.oliver@gmail.com), Brianna Wiles (briannalhwiles@gmail.com), Bryce Abplanalp (bryceabplanalp@gmail.com) and Brooke Bratt (brookeej97@gmail.com) from katy@almeidalawgroup.com IP: 174.215.112.204
 VIEWED	<b>12 / 31 / 2024</b> 17:31:05 UTC	Viewed by Bryce Abplanalp (bryceabplanalp@gmail.com) IP: 104.28.116.191
 VIEWED	<b>12 / 31 / 2024</b> 17:41:40 UTC	Viewed by Brianna Wiles (briannalhwiles@gmail.com) IP: 72.199.242.113
 SIGNED	<b>12 / 31 / 2024</b> 17:47:19 UTC	Signed by Brianna Wiles (briannalhwiles@gmail.com) IP: 72.199.242.113



Title	SDFC and Ivy - Settlement Agreement (for ALG Plaintiff...
File name	Partially%20Execu...t%20Agreement.pdf
Document ID	12139b1a356c2c52fca930869d1d3162de442288
Audit trail date format	MM / DD / YYYY
Status	<div><div></div>Signed</div>

This document was requested from [app.clio.com](#)

Document History

<div><div></div><div>VIEWED</div></div>	<div><div>12 / 31 / 2024</div><div>20:11:47 UTC</div></div>	<div>Viewed by Brooke Bratt (<a href="#">brookeej97@gmail.com</a>)</div> <div>IP: 38.18.142.35</div>
<div><div></div><div>SIGNED</div></div>	<div><div>12 / 31 / 2024</div><div>20:13:14 UTC</div></div>	<div>Signed by Brooke Bratt (<a href="#">brookeej97@gmail.com</a>)</div> <div>IP: 38.18.142.35</div>
<div><div></div><div>SIGNED</div></div>	<div><div>12 / 31 / 2024</div><div>20:15:28 UTC</div></div>	<div>Signed by Bryce Abplanalp (<a href="#">bryceabplanalp@gmail.com</a>)</div> <div>IP: 104.28.116.191</div>
<div><div></div><div>VIEWED</div></div>	<div><div>01 / 01 / 2025</div><div>00:33:54 UTC</div></div>	<div>Viewed by Danica Oliver (<a href="#">danica.oliver@gmail.com</a>)</div> <div>IP: 69.206.202.222</div>
<div><div></div><div>SIGNED</div></div>	<div><div>01 / 03 / 2025</div><div>18:31:54 UTC</div></div>	<div>Signed by Danica Oliver (<a href="#">danica.oliver@gmail.com</a>)</div> <div>IP: 69.206.202.222</div>
<div><div></div><div>COMPLETED</div></div>	<div><div>01 / 03 / 2025</div><div>18:31:54 UTC</div></div>	<div>The document has been completed.</div>

# EXHIBIT B

# COHEN & MALAD, LLP

## ATTORNEYS

One Indiana Square | Suite 1400 | Indianapolis, IN | 46204  
[www.cohenandmalad.com](http://www.cohenandmalad.com)

Complex Litigation  
Resume

Directory

Introduction.....3

Attorney Biographies.....4

Antitrust Cases.....10

Consumer Protection Cases .....10

Bank Fee Cases.....13

Human Rights Cases.....14

Health Care/Insurance Cases.....15

Securities Fraud Cases.....15

Mass Medical Malpractice Cases.....16

Mass Tort Pharmaceutical Drug & Medical Device Cases.....17

## 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 Allergan 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. Ill.)  
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 C





The Almeida Law Group LLC is a class action litigation boutique committed to advocating for individuals, families and small businesses who have suffered because of corporate malfeasance. We are accomplished, experienced and credentialed class action practitioners, and we represent our clients in consumer protection, false labeling, unfair and deceptive practices cases as well as data privacy, technology and security matters including, but not limited to, data breaches, pixel tracking and claims under various consumer protection and privacy-related statutes such as the Electronic Communications Privacy Act (“ECPA”), the California Medical Information Act (“CMIA”), the Illinois Biometric Information and Privacy Act (“BIPA”), the Video Privacy Protection Act (“VPPA”) and the Telephone Consumer Protection Act (“TCPA”).

Our attorneys began their training at some of the most esteemed law schools in the country including Columbia, Cornell, Georgetown, Harvard and the University of Chicago. Excelling at each of these rigorous schools, our attorneys received top honors, contributed to prestigious law journals and completed numerous externships. Our attorneys have also completed highly selective public interest fellowships, federal clerkships in the Northern District of Illinois, Eastern District of Pennsylvania and the District of South Carolina as well as internships at the United States Attorney’s Offices in Atlanta and Baltimore.

With those foundations in place, our attorneys gained invaluable experience and honed their litigation skills by working at some of the very best law firms in the world including:

- Benesch, Friedlander, Coplan & Aronoff LLP
- Covington & Burling LLP
- Faegre Drinker Biddle & Reath LLP
- K&L Gates LLP
- Kilpatrick Townsend & Stockton LLP
- Kirkland and Ellis LLP
- Milbank Tweed Hadley & McCloy LLP



- Quinn Emanuel Urquhart & Sullivan LLP
- Sheppard Mullin Richter & Hampton LLP
- Steptoe & Johnson LLP

These decades of experience set us apart from many plaintiffs' firms; we are acutely aware of how companies will respond in our cases because we represented the exact same types of companies for years. Coupled with our educations and training, this insider knowledge equips us to strategically utilize our experience for our clients' benefit.

Our practice is truly national as we represent clients in class action litigation in federal and state courts throughout the country. Our attorneys are licensed to practice in Alabama, Arizona, California, Florida, Georgia, Illinois, New York, South Carolina and Wisconsin. In short, our Firm is composed of a dedicated team of legal professionals with the knowledge, experience and unwavering commitment to obtain the best possible legal results for our clients.

#### **PIXEL TRACKING CASES IN WHICH OUR FIRM HAS SERVED AS LEAD OR CO-COUNSEL**

- *John v. Froedtert Health, Inc.*, 23-CV-1935 (Wis. Cir. Ct.) (co-counsel in pixel tracking class action, settled on a class-wide basis)
- *In re Advocate Aurora Health Pixel Litigation*, 2:22-cv-01253 (E.D. Wis.) (co-counsel in consolidated pixel tracking class action which settled on a class-wide basis)
- *Guenther v. Rogers Behavioral Health System, Inc.* (Wis. Cir. Ct.) (co-counsel in pixel tracking class action, settled on a class-wide basis)
- *Doe v. ProHealth Care*, 2:23-cv-00296 (E.D. Wis.) (co-counsel in consolidated pixel tracking class action)
- *Vriezen v. Group Health Plan, Inc.*, 23-cv-00267 (D. Minn.) (counsel in consolidated pixel tracking class action, final approval hearing set for June 26, 2025)
- *Randy Mrozinski, et al. vs. Aspirus, Inc.*, 2023CV000170 (Wisc. Cir. Ct., Marathon County) (co-lead counsel in pixel tracking class action)
- *McCulley v. Banner Health*, 2:23-cv-00985 (D. Ariz.) (co-lead counsel in consolidated pixel tracking class action)
- *Heard v. Torrance Memorial Medical Center*, 22-cv-36178 (9th Cir.) (co-lead counsel in consolidated pixel tracking class action)
- *Doe v. Adventist Health Care Network, Inc.*, 22ST-cv-36304 (L.A. Sup. Ct.) (co-lead counsel in consolidated pixel tracking class action)
- *Isaac v. Northbay Healthcare Corp.*, FCS059353 (L.A. Sup. Ct.) (co-lead counsel in consolidated pixel tracking class action)

- *Mayer v. Midwest Physicians Administrative Services LLC*, 1:23-cv-03132 (N.D. Ill.) (co-lead counsel in pixel tracking class action)
- *Smith v. Loyola University Medical Center*, 2023-CH-8410 (Cook County Cir. Ct.) (co-lead counsel in pixel tracking class action)
- *Kaplan v. Northwell Health*, 2:23-cv-07205 (E.D. N.Y.) (counsel in pixel tracking class action)
- *Cooper v. Mount Sinai Health System Inc.*, 1:23-cv-09485 (S.D.N.Y.) (counsel in pixel tracking class action)
- *Kane v. University of Rochester Medical Center*, 6:23-cv-06027 (W.D.N.Y.) (counsel in pixel tracking class action, pending preliminary approval)
- *Doe v. Workit Health Inc.*, 2:23-cv-11691 (E.D. Mich.) (counsel in telehealth pixel tracking class action, settled on a class-wide basis, final approval hearing set for February 6, 2025)
- *Strong v. LifeStance Health Group Inc.*, 2:23-cv-00682 (D. Ariz.) (counsel in telehealth pixel tracking class action)
- *Federman v. Cerebral Inc.*, 2:23-cv-01803 (C.D. Cal.) (counsel in telehealth pixel tracking class action)
- *Marden v. LifeMD Inc.*, 1:23-cv-07469 (S.D.N.Y.) (counsel in telehealth pixel tracking class action)
- *R.C. & T.S. v. Walgreens Co.*, 5:23-cv-01933 (C.D. Cal.) (counsel in telehealth pixel tracking class action)
- *Doe v. Wellstar Health System, Inc.*, 1:24-cv-01748 (N.D. Ga.) (co-lead counsel in telehealth pixel tracking class action)
- *Reedy v. Everylywell, Inc.*, 1:24-cv-02713 (N.D. Ill.) (co-lead counsel in telehealth pixel tracking class action, settled on a class-wide basis, final approval hearing set for April 29, 2025)
- *Pattison, et al. v. Teladoc Health, Inc.*, 7:23-cv-11305-NSR (S.D.N.Y.) (co-lead counsel in consolidated pixel tracking class action)
- *Macalpine, et al. v. Onnit, Inc.*, 1:24-cv-00933 (W.D. Tex.) (counsel in pixel class action)
- *Nguyen, et al. v. Abbott Laboratories, Inc.*, 1:24-cv-08289 (N.D. Ill.) (counsel in telehealth pixel tracking class action)
- *R. C., et al. v. Walmart Inc.*, 5:24-cv-02003 (C.D. Ca.) (counsel in telehealth pixel tracking class action)

- *Vriezen v. Infinite Health Collaborative*, 0:24-cv-03743 (D. Minn.) (counsel in telehealth pixel tracking class action)
- *A.D., et al. v. Church & Dwight Co., Inc.*, 2:24-cv-02701 (E.D. Ca.) (counsel in telehealth pixel tracking class action)
- *Fateen v. Corewell Health*, 1:24-cv-01216 (W.D. Mi.) (counsel in telehealth pixel tracking class action)
- *J. R. et al v. Atrium Health, Inc.*, 3:24-cv-00382 (W.D.N.C.) (counsel in telehealth pixel tracking class action)
- *In re CityMD Data Privacy Litigation*, 2:24-cv-06972 (D.N.J.) (Interim Co-Lead Class Counsel in urgent care pixel tracking class action)

#### **DATA BREACH CASES IN WHICH OUR FIRM HAS SERVED AS LEAD OR CO-COUNSEL**

- *In re Practice Resources, LLC Data Security Breach Litigation*, 6:22-cv-00890 (N.D.N.Y.) (co-lead counsel in consolidated data privacy class action, settled on a class-wide basis, final approval hearing set for February 12, 2025)
- *In re City of Hope Data Security Breach Litigation*, 24STCV09935 (L.A. Sup. Ct.) (counsel in consolidated data breach class action)
- *Marie Catanach v. Bold Quail Holdings, LLC et al.*, 24STCV32029 (Los Angeles Superior Court) (counsel in data breach class action)
- *Tambroni et al v. WellNow Urgent Care, P.C. et al.*, 1:24-cv-01595 (N.D. Ill.) (co-lead counsel in data breach class action)
- *Spann v. Superior Air-Ground Ambulance Service, Inc.*, 1:24-cv-04704 (N.D. Ill.) (co-lead counsel in operative data breach class action, final approval hearing set for March 25, 2025)
- *Hulse v. Acadian Ambulance Services, Inc.*, 6:24-cv-01011 (W.D. La.) (Executive Committee in consolidated data breach class action)
- *Gorder v. FCDG Management LLC d/b/a First Choice Dental*, 2024-CV-002164 (Dane County Circuit Court) (co-lead counsel in data breach class action)
- *In re Rockford Gastroenterology Associates, Ltd Data Breach Litigation*, 2024-CH-0000120 (Winnebago Cir. Ct.) (Interim Co-Lead Class Counsel in data breach class action)

#### **OTHER DATA BREACH CASES IN WHICH OUR FIRM IS INVOLVED**

- *Montenegro v. American Neighborhood Mortgage Acceptance Company d/b/a AnnieMac Home Mortgage*, 1:24-cv-10679 (D.N.J.)
- *McHugh v. Enzo Biochem, Inc.*, 2:23-cv-04326 (E.D. N.Y.)
- *Meyers v. Onix Groups LLC*, 2:23-cv-0228 (E.D. Penn.)
- *Kolstedt v. TMX Finance Corporate Services, Inc.*, 4:23-cv-00076 (S.D. Ga.)
- *Rasmussen v. Uintah Basin Healthcare*, 2:23-cv-00322 (C.D. Utah)
- *Douglas v. Purfoods LLC*, 4:23-cv-00332 (S.D. Iowa)
- *Williams v. Southwell Inc. & Tift Regional Health Systems Inc.*, 2023CV0328 (Tift County Superior Court)

#### **VIDEO PRIVACY PROTECTION ACT CASES IN WHICH OUR FIRM HAS SERVED AS LEAD OR CO-COUNSEL**

- *Edwards v. Mubi Inc.*, 5:24-cv-00638 (N.D. Cal.) (co-counsel in VPPA class action)
- *John v. Delta Defense LLC & U.S. Concealed Carry Association Inc.*, 2:23-cv-01253 (E.D. Wisc.) (lead counsel in VPPA class action)
- *Jolly v. FurtherEd, Inc.*, 1:24-cv06401-LJL (S.D.N.Y.) (co-lead counsel in consolidated VPPA class action)
- *Dawn Fitzsimons v. Long Island Plastic Surgical Group, PC*, Index No. 619353/2024 (N.Y. Sup. Ct., Nassau Cty.) (counsel in VPPA class action)
- *Marteney v. ANM Media, LLP, Inc. d/b/a MY-CPE*, 4:24-cv-04511 (S.D. Tex.) (counsel in VPPA class action)
- *Jones v. Becker Professional Development Corporation*, 6:24-cv-06643 (W.D.N.Y.)

#### **FALSE LABELING CASES IN WHICH OUR FIRM HAS SERVED AS LEAD OR CO-COUNSEL**

- *Levy v. Hu Products LLC*, 23-cv-01381 (S.D.N.Y.) (co-counsel in false labeling class action alleging defendant did not disclose the presence of lead in chocolate)
- *In re Trader Joe's Company*, 3:23-cv-00061 (S.D. Cal.) (co-counsel in false labeling class action alleging defendant did not disclose the presence of lead in chocolate)
- *Haymount Urgent Care PC v. Gofund Advance LLC*, 1:22-cv-01245 (S.D.N.Y.) (co-counsel in lawsuit alleging merchant cash advances were usurious loans)
- *Mandy Cliburn v. One Source Market, LLC, d/b/a HexClad Cookware*, 23-ST-cv-28930 (Cal. Sup. Ct.) (counsel in false labeling class action)

- *Fleetwood Services LLC v. Complete Business Solutions Group Inc.*, 2:18-cv-00268, (E.D. Penn.) (co-counsel in class action alleging merchant cash advances were usurious loans)
- *Obillo v. i-Health Inc. et al.*, 3:24-cv-02459 (N.D. Cal.) (co-lead counsel in false labeling class action)
- *Kyungo et al v. Saks & Company, LLC et al*, 3:24-cv-06934 (N.D. Ca.) (counsel in false advertising class action)

#### **BIOMETRIC CASES IN WHICH OUR FIRM HAS SERVED AS LEAD OR CO-COUNSEL**

- *Aragon v. Weil Foot & Ankle Institute LLC*, 2021-CH-01437 (Cook County Cir. Ct.) (co-lead counsel in BIPA class action, settled on a class-wide basis)
- *Bore v. Ohare Towing Systems Inc.*, 2020-CH-02865 (Cook County Cir.) (co-lead counsel in BIPA class action, final approval granted)
- *Daichendt v. CVS Pharmacy Inc.*, 1:22-cv-03318 (N.D. Ill.) (co-counsel in BIPA class action)
- *Vargas v. Cermak Fresh Market Inc.*, 2020-CH-06763 (Cook County Cir. Ct.) (co-counsel in BIPA class action)
- *Karling v. Samsara Inc.*, 1:22-cv-00295 (N.D. Ill.) (co-counsel in BIPA class action)
- *Stegmeyer v. ABM Industries Incorporated, et al.*, 1:24-cv-00394 N.D. Ill.) (co-lead counsel in biometric class action)

## OUR TEAM

**David S. Almeida** is the Founder and Managing Partner of the Almeida Law Group LLC, headquartered in Chicago, Illinois.

Bringing a distinctive and highly seasoned perspective, he specializes in representing consumers in class action lawsuits. Notably, a significant portion of his career has been devoted to serving as a class action defense lawyer, representing hospital systems, medical providers, retail and hospitality companies, and various consumer-facing entities in class action lawsuits related to privacy. Before establishing ALG, David was a Partner at Benesch, Friedlander, Coplan and Aronoff LLP; while there, David founded and chaired the Class Action Practice Group and lead the Firm's Telephone Consumer Protection Act Team and its Retail, Hospitality and Consumer Products Practice Group.

A 1999 graduate of Cornell Law School, David has practiced law at prestigious firms in New York City and Chicago. David is admitted to the bars of New York, Illinois, Arizona and Wisconsin, as well as several federal courts, including the United States District for the Northern District of Illinois.

David's extensive experience spans over 350 class action lawsuits across the country. These cases encompass issues such as data breaches and privacy violations, state consumer fraud and deceptive business practices, false advertising and false labeling, as well as numerous statutory violations including the Telephone Consumer Protection Act, the Fair Credit Reporting Act, the Illinois Biometric Information and Privacy Act ("BIPA"), the Video Privacy Protection Act ("VPPA"), the Electronics Communication Privacy Act, 18 U.S.C. § 2511(1) ("ECPA"), the California Confidentiality of Medical Information Act, Cal. Civ. Code § 56, *et seq.* ("CMIA"), the California Invasion of Privacy Act, Cal. Penal Code § 630, *et. seq.* ("CIPA"), the California Consumers Legal Remedies Act, Cal. Civ. Code § 1750, *et seq.* ("CLRA"), the California Unfair Competition Law, Cal. Bus. & Prof. Code § 17200, *et seq.* ("UCL").

As a recognized authority in the field, David is well-versed in data privacy and security issues, direct and mobile marketing, emerging payment systems, as well as social and digital media matters. He is an author and speaker on these topics and is sought after by local and national publications for his insights. David has received multiple listings as an Illinois Super Lawyers and has been acknowledged as a "Rising Star" by the National Law Journal. He earned his Bachelor of Arts from Salisbury University, graduating *summa cum*

*laude*, and obtained his Juris Doctor from Cornell Law School, where he served as an Editor of the Cornell Law Review.

**Matthew J. Langley** is a partner at Almeida Law Group. Matthew leverages his extensive skills and experience cultivated as a federal prosecutor and defense attorney to champion the rights of individuals affected by unjust or deceptive practices. Prior to joining the Almeida Law Group, Matthew was as a partner at Benesch, Friedlander, Coplan and Aronoff LLP, collaborating with David in the firm's Class Action practice group and, among other matters, representing plaintiffs in a two-billion-dollar defamation suit involving election fraud claims.

Matthew began his legal career at Kirkland and Ellis where, as an associate, he defended corporate clients in high-stakes litigation, including representing AOL in a class action data breach involving the personal data of over 680,000 customers. He continued to represent corporate clients, as both plaintiffs and defendants, at K&L Gates in Miami, Florida before joining the United States Attorney's Office for the Southern District of Florida.

As an Assistant United States Attorney, Matthew worked in both the Major Crimes and the Economic Crimes Divisions, prosecuting crimes involving health care fraud, tax fraud, money laundering, identity theft, bank fraud, child pornography, and drug trafficking. He first-chaired ten jury trials, securing guilty verdicts in all ten cases and successfully argued appeals in front of the Eleventh Circuit Court of Appeals.

After leaving government service, Matthew worked as a securities class action attorney at Robbins Geller, where he played a crucial role in bringing securities fraud cases, helping to secure the recovery of millions of dollars for shareholders.

Matt has actively participated in numerous class action lawsuits, addressing issues such as data breach and privacy violations, state consumer fraud, deceptive business practices, false advertising and labeling, the Telephone Consumer Protection Act (TCPA), the Fair Credit Reporting Act (FCRA), Illinois' Biometric Information Privacy Act (BIPA), and the California Invasion of Privacy Act (CIPA).

Matt is admitted to the bar in New York, Florida, California and Illinois. He earned his Bachelor of Arts in English and Sociology from the University of Connecticut and his Juris Doctor from Columbia Law School, where he was a Harlan Fiske Scholar.

**John R. Parker Jr.**, known as “J.R.,” is a Partner with the Almeida Law Group. J.R. is a tenacious and successful litigator, handling intricate civil litigation from the investigative phase through settlement or trial in both state and federal courts, including appellate proceedings.

J.R.'s practice encompasses class action lawsuits, False Claims Act cases, Medi-Cal and Medicare fraud, consumer fraud, defective products and drugs, insurance bad faith, personal injury, medical malpractice, employment claims, civil rights, toxic tort, and environmental cases. He has taken on consumer class actions against prominent tech industry entities such as Facebook, Apple, and Zynga. J.R. has been appointed lead counsel in numerous class action cases by state and federal courts in California and nationwide.

Recognizing the human impact of personal or economic injuries resulting from the carelessness, negligence, or intentional acts of others, J.R. is deeply committed to representing ordinary individuals who lack the resources of the multinational corporations and insurance companies he holds accountable in his cases.

In addition to his legal ventures, J.R. has volunteered for the Eastern District of California Dispute Resolution Program and served as appointed counsel for the Eastern District of California's pro bono program. He earned his A.B. in Greek and Latin from the University of Georgia, graduating *summa cum laude*, and obtained his J.D. from Harvard Law School, where he served as Deputy Editor-in-Chief of the Harvard Journal of Law and Public Policy.

After law school, J.R. clerked for Judge Joseph A. Anderson, at the time Chief Judge for the United States District Court for the District of South Carolina. He then worked at a plaintiff's firm in Atlanta Georgia, and then a litigation boutique in Birmingham, Alabama, Spotswood, Sansom, and Sansbury LLC, where he defended the FedEx Corporation in class action suits around the country. After the birth of his first child, he and his wife moved to Sacramento, California, where he worked for Kershaw, Cutter & Ratnoff LLP and then Cutter Law LLC, where he litigated and tried complex cases on behalf of ordinary people against large corporations and insurance companies. Some of his work before joining the Almeida Law Group LLC includes the following matters:

- *Doan v. State Farm*, Santa Clara Superior Court, 1-08-cv-129264 (co-lead counsel in certified class action against State Farm successfully tried and resulting in a global settlement of all State Farm fire policyholders in California)



- *U.S. ex rel. Bell v. Biotronik, Inc. et al.*, 18-cv-01391 (C.D. Cal.) (Lead Relator's counsel in a False Claims Act case against medical device company resulting in \$12.95 million recovery by the United States)
- *Bohannon v. Facebook, Inc.*, 4:12-cv-01894-BLF (N.D. Cal.). (Appointed Class Counsel representing a certified nationwide class of minor Facebook users and their parents)
- *Phillips v. County of Riverside*, 5:19-cv-01231-JGB-SHK (C.D. Cal.) (Co-lead Class Counsel in a collective action and then 86 individual actions brought under FLSA on behalf of social workers employed by Riverside County, resulting in \$4.55 million global settlement after decertification)
- *Pike v. County of San Bernardino*, 5:17-cv-01680 (C.D. Cal.) (Co-lead Class Counsel in certified collective action brought under FLSA on behalf of social workers employed by San Bernardino County)
- *Johnson v. CSAA*, 07AS03197 (Sacramento Superior Court) (Co-Lead Counsel in class action against CSAA relating to failure to waive deductible. Resolved by settlement providing complete cash reimbursement, plus interest. Settlement valued at over \$80 million)
- *Shurtleff v. Health Net*, (Eastern District of California and Sacramento County Superior Court) (Co-Lead and Plaintiffs' Liaison counsel in class actions against Health Net for a breach of confidential information, resulting in a nationwide class settlement)
- *Parry v. National Seating & Mobility Inc.*, 3:10-cv-02782-JSW (N.D. Cal.) (Appointed Class Counsel on behalf of representing nationwide class of sales representatives for medical equipment company in breach of contract case that settled on a class-wide basis after certification in the Northern District of California)
- *Zmucki v. Extreme Learning*, 111-cv-197630. (Santa Clara County Superior Court), (Appointed settlement class counsel on behalf of class of educators for wage and hour violations in the Northern District of California)

**Elena A. Belov** serves as Of Counsel at the Almeida Law Group.

An adept litigator, Elena began her legal career at Milbank LLP, a renowned international law firm. While there, she developed her skills in navigating complex commercial litigations and actively engaged in *pro bono* work focused on civil rights.

Motivated by a belief in justice for all, Elena devoted more than a decade of her practice to environmental work and public service before redirecting her passion toward advocating

for wronged plaintiffs. She had the privilege of clerking for Judge Cynthia M. Rufe in the U.S. District Court for the Eastern District of Pennsylvania, gaining firsthand insights into the intricacies of the federal judicial system. Elena also contributed to the field by teaching and practicing environmental law on behalf of pro bono clients at the University of Washington School of Law. And while working for the World Wildlife Fund, she supported Native Alaskan Tribes as well as State and Federal officials, including the U.S. Coast Guard, in their endeavors to safeguard Arctic ecosystems. Elena has collaborated with a diverse clientele, ranging from major banks and insurance companies to non-governmental organizations and individuals from various walks of life.

Elena investigates consumer rights violations and takes pride in combating companies that exploit individuals, whether through deceptive advertising, selling defective products, or neglecting user privacy. Elena graduated with honors from Barnard College in New York, earning a B.A. in Political Science, and received her Juris Doctor from the Georgetown University Law Center. During law school, she served as a member of the American Criminal Law Review, authoring several published articles, and worked in the Environmental Law Clinic, successfully representing the Mattaponi Tribe of Virginia in their fight to protect their water rights.

Elena is admitted to the New York State Bar, as well as the United States District Courts for the Southern and Eastern Districts of New York.

**Britany A. Kabakov** is an Associate Attorney at the Almeida Law Group.

A skilled trial lawyer and litigator, Britany began her career as a litigation associate at Kirkland & Ellis LLP in its Chicago office, where she gained experience as a defense attorney. While at Kirkland, Britany actively participated in two federal bellwether jury trials, contributing to the largest multidistrict litigation in U.S. history.

Britany had the privilege of clerking for Judge Sunil R. Harjani in the U.S. District Court for the Northern District of Illinois and externing for Judge Andrew G. Schopler in the U.S. District Court for the Southern District of California. Through these roles, Britany acquired comprehensive insights into the intricacies of federal litigation, spanning from the filing of a complaint through trial and post-trial motions.

Specializing in consumer class action lawsuits, Britany's practice focuses on privacy and false labeling cases, along with complex commercial disputes. She has represented clients in federal court, multidistrict litigation, and class action lawsuits involving defective

products, consumer fraud, toxic tort, environmental cases, information privacy, insurance, and contract disputes.

Committed to public service and advocating for all individuals, Britany has maintained an active pro bono practice focusing on civil rights, supporting civil liberty organizations in research and litigation efforts. During law school, she volunteered at the Legal Aid Society of San Diego's Domestic Violence Clinic, and prior to entering law school, Britany taught middle school social studies in Phoenix, Arizona.

Britany is admitted to the Illinois State Bar, as well as the U.S. District Court for the Northern District of Illinois. She graduated *magna cum laude* from Loyola University Chicago with a Bachelor of Arts in History and Secondary Education. Britany earned her Juris Doctor from the University of Chicago Law School, where she worked in the Environmental Law Clinic, representing conservation groups in Clean Water Act litigation.

**Luke Coughlin** is an Associate Attorney at the Almeida Law Group.

Luke is an accomplished litigator. Before joining the Firm, Luke was a litigation associate at Edelman, Combs, Lattuner & Goodwin, LLC, where he worked on a wide range of consumer cases with focus on usury claims. His passion for protecting consumer rights is driven by his interest in using technical investigations to support and advocate for his clients. He is committed to advancing consumer protection through innovative, cross-disciplinary legal strategies.

While attending law school, Luke worked as a claims investigator at Rain Intelligence, combining technical investigation with comprehensive legal analysis across a broad spectrum of case types. His work emphasized a meticulous approach to fact-finding, leveraging technology to investigate illicit collection and use of sensitive personal data and other incursions against consumer rights.

Prior to law school, Luke gained extensive experience in the tech sector, including work at Wayfair, where his focus on technical processes and analysis laid the foundation for his legal career. He brings a unique blend of technical expertise and legal acumen to the Firm.

Luke is admitted to the Illinois State Bar as well as the Federal District Courts of the Northern District of Illinois, Southern District of Illinois, Northern District of Indiana and Southern District of Indiana.

# EXHIBIT D



# J. Gerard Stranch IV

## FOUNDING AND MANAGING MEMBER

**Gerard Stranch is the managing member 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 wrecks.**

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 re: 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.

### PHONE

615.254.8801

### EMAIL

[gstranch@stranchlaw.com](mailto:gstranch@stranchlaw.com)

### LOCATION

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

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 Wrecks

### 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
- Tennessee Trial Lawyer of the Year
- 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
- Board of Governors, Tennessee Trial Lawyers Association

### 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





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. California, 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: McKenzie et al. v. Allconnect, Inc., 5:18-cv-00359** (E.D. Kentucky) (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.
- **In re: Monegato v. Fertility Centers of Illinois, PLLC, Case No. 2022 CH 00810** (Cook County Circuit Court). The firm served as class counsel in a case brought on behalf of approximately 80,000 individuals whose personal information was involved in a February 2021 data breach. A settlement with a total estimated value of \$14.5 million was negotiated. Final approval was granted by the Cook County, Illinois Circuit Court in April 2023.
- **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. Tennessee) (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: Owens, et al. v. U.S. Radiology Specialists, et al., Case No. 22 CVS 17797** (Mecklenburg, North Carolina, Supreme Court). The firm served as plaintiffs' counsel in action brought on behalf of approximately 1.3 million individuals whose sensitive, personal information was potentially compromised in defendants' December 2021 data security incident. Along with co-counsel, the firm negotiated a \$5,050,000 non-reversionary common fund settlement including pro rata cash payments, reimbursement of up to \$5,000 for out-of-pocket expenses traceable to the data breach per person, compensation for lost time and verified fraud reimbursement. Preliminary approval pending.

Many more nationwide, including:

- **In re: Larson v. Aditi Consulting, LLC, Case No. 22-2-03572-2 SEA** (King County, Washington, Supreme Court) Final approval was granted July 14, 2023.
- **In re: Carr v. South Country Health Alliance, Case No. 74-CV-21-632** (Steele County, Minnesota District Court) Final approval was granted Nov. 6, 2023.
- **In re: Reese v. Teen Challenge Training Center, Inc., Case No. 210400093** (Philadelphia County, Pennsylvania Court of Common Pleas) Final approval pending.
- **In re: Joyner v. Behavioral Health Network, Inc., No. 2017CV00629** (Massachusetts Supreme Court) A non-reversionary common fund of \$1,200,000 was established to provide credit monitoring, and cover claims of economic loss up to \$10,000 and non-economic loss up to \$1,000 for lost time for each of the approximately 133,237 class members.

### ATTORNEYS IN THIS PRACTICE AREA



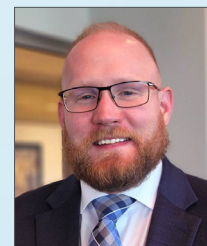
Andrew E. Mize



Jack Smith



J. Gerard Stranch IV



Grayson Wells





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. California) (J. Breyer). Founding and Managing Member J. Gerard Stranch IV 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: 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.
- **In re: Alpha Corp. Securities litigation.** Founding and Managing Member J. Gerard Stranch IV was appointed as co-lead counsel. The case resulted in \$161 million recovery for the class.

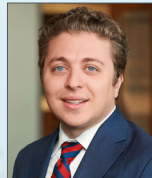
### ATTORNEYS IN THIS PRACTICE AREA



Colleen Garvey



Hon. John (Jack) Garvey



Michael Iadevaia



Kyle C. Mallinak



Nathan Martin



Andrew E. Mize



Emily E. Schiller



Marty Schubert



Jack Smith



Michael G. Stewart



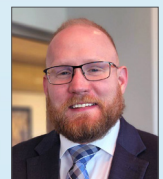
J. Gerard Stranch IV



James G. Stranch III



K. Grace Stranch



Grayson Wells

# EXHIBIT E





980 N Michigan Avenue  
Suite 1610  
Chicago, Illinois 60611  
P: 872.263.1110  
F: 872.263.1109  
[straussborrelli.com](http://straussborrelli.com)

# Our Firm

Strauss Borrelli PLLC is a premier civil litigation team focused on representing groups of individuals who have been harmed by corporate misconduct. We regularly represent clients in cases involving data misuse, illegal telemarketing, privacy intrusion, unfair employment practices, and defective products. Our efforts have earned us a reputation for achieving success in high-stakes and complex cases across the country.

At every step, we put the interests of our clients first.

## **We make the courtroom accessible to all.**

At Strauss Borrelli, we understand that our legal system is out of reach for most individuals who have suffered at the hands of corporate wrongdoing. Time, money, and expertise act as barriers to judicial action. We confront these obstacles by empowering those affected to take collective action to seek relief.

## **We innovate and adapt.**

As new technologies become available, our team learns and grows to make our processes faster, more effective, and less expensive. We challenge each other to continually evolve to meet the needs of our clients in an ever-changing world.

## **We know that people are our greatest resource.**

Whether it be within our own team or with experts, co-counsel, or clients, we foster collaborative spaces. We know that good ideas can come from anyone, and the best ideas are forged when we work together. Our experiences have shown us that fresh perspectives coupled with legal expertise create smart strategies.

## **We understand the strength in numbers.**

Too often, corporate transgressions go unchallenged. Together, we create a check against large companies' misconduct. By combining individual claims, we hold those who put profit over people accountable and achieve relief for all those injured by wrongdoings ranging from the annoyance of daily telemarketing calls to the devastation of a sudden mass layoff.

## **We commit to personal connections.**

At every stage, we help clients understand the complex issues at hand and empower them to take an active role in their cases. We will always take the time to build relationships with our clients in order to understand what success means to them. In defining and reaching our goals, we advise with compassion and understanding.

## 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.)***

Strauss Borrelli attorneys represented 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 final approval was granted in November 2021.

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

Strauss Borrelli attorneys represented 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.)***

Strauss Borrelli 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 settled in 2023.

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

Strauss Borrelli attorneys 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.)***

Strauss Borrelli attorneys 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.)***

Strauss Borrelli attorneys represented 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 in 2023.

***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. Strauss Borrelli partner, Raina Borrelli, serves as a member of the Plaintiffs' Interim 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. Strauss

Borrelli 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. Strauss Borrelli partner, Raina Borrelli, serves as a member of the Interim Executive Leadership Committee 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. Strauss Borrelli partner, Raina Borrelli, serves as interim 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.)***

Strauss Borrelli attorneys represented 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 alleged that DePaul University collects students' biometric identifiers and biometric information without written consent and without legally compliant written public policies. This case settled in 2023.

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

Strauss Borrelli attorneys represented a class of Illinois Institute of Technology 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 alleged that Illinois Institute of Technology collects students' biometric identifiers and biometric information without written consent and without legally compliant written public policies. This case settled in 2023.

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

Strauss Borrelli attorneys represented 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 alleged that Resurrection University collects students' biometric identifiers and biometric information without written consent and without legally compliant written public policies. This case settled in 2023.

## **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 settled in 2023.

***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 settled in 2023.

***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 pending in the United States District Court for the Northern District of Ohio.

***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 settled in 2023.

***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 Strauss Borrelli PLLC. 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 Strauss Borrelli in 2024, Mr. Strauss was a founding member of Turke & Strauss in 2016, in Madison, Wisconsin, 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.)

## RAINA C. BORRELLI

Raina C. Borrelli is a founding member of Strauss Borrelli PLLC. Ms. Borrelli's 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 founding Strauss Borrelli, 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.) (Interim Executive Committee); *Dusterhoff, et al. v. OneTouchPoint Corp.*, No. 2:22-cv-00882 (E.D. Wisc.) (Plaintiffs' Steering Committee); *In re Lincare Holdings Inc. Data Breach Litigation*, No. 8:22-cv-01472 (M.D. Fl.) (Interim Executive Leadership Committee); *Forslund v. R.R. Donnelley & Sons Company*, No. 1:22-cv-04260 (N.D. Ill.) (interim co-lead counsel); *Medina v. PracticeMax Incorporated*, No. 2:22-cv-0126 (D. Az.) (Executive Leadership Committee); *In re C.R. England, Inc. Data Breach Litig.*, No. 2:22-cv-00374 (interim co-lead counsel); *Doe, et al. v. Knox College, Inc.*, No. 4:23-cv-04012 (C.D. Ill.) (co-lead counsel); and *In re OakBend Medical Center Data*

*Breach Litigation*, No. 4:22-cv-03740 (S.D. Tex.) (interim co-lead counsel). 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.)
- *Gorczynski 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.).



## CASSANDRA MILLER

Cassandra Miller is a partner at Strauss Borrelli PLLC whose practice focuses on complex class action litigation, including consumer protection, privacy, data breaches, and product liability. Ms. Miller is adept at navigating the intricate legal landscapes of both state and federal courts across the nation. Additionally, Ms. Borrelli has substantial experience leading teams in these complex class action matters.

Ms. Miller received her J.D. *magna cum laude* from the University of Illinois Chicago School of Law in 2006. Prior to joining Strauss Borrelli, Ms. Miller was a managing partner at Edelman Combs Lattner & Goodwin, LLC. There, Ms. Miller handled a wide range of consumer protection claims under key statutes such as the Fair Credit Reporting Act (FCRA), Fair Debt Collection Practices Act (FDCPA), Uniform Commercial Code (UCC), Telephone Consumer Protection Act (TCPA), and Truth in Lending Act (TILA), as well as the Illinois Consumer Fraud and Deceptive Practices Act (ICFA), alongside related state and federal consumer statutes.

Ms. Miller is a member of the Illinois State Bar Association and has been admitted to practice in the United States District Court for the Northern District of Illinois, the United States District Court for the Central District of Illinois, the United States District Court for the Southern District of Indiana, the United States District Court for the Northern District of Indiana, and the United States Court of Appeals for the Seventh Circuit.

Ms. Miller has been substantially involved in a number of complex class action matters in state and federal courts including:

- *Pietras v. Sentry*, 513 F. Supp. 2d 983 (N.D. Ill. 2007)
- *Hernandez v. Midland Credit Mgmt.*, 2007 U.S. Dist. LEXIS 16054 (N.D. Ill. 2007)
- *Balogun v. Midland Credit Mgmt.*, 2007 U.S. Dist. LEXIS 74845 (S.D. Ind. 2007)
- *Miller v. Midland Credit Mgmt.*, 2009 U.S. Dist. LEXIS 18518 (N.D. Ill. 2009)
- *American Family Mutual Ins. Co. V. CMA Mortgage, Inc.*, 2008 U.S. Dist. LEXIS 30233 (S.D. Ind. 2008)
- *Herkert v. MRC Receivables Corp.*, 254 F.R.D. 344 (N.D. Ill. 2008)
- *Walker v. Calusa Investments, LLC*, 244 F.R.D. 502 (S.D. Ind. 2007)
- *Frydman v. Portfolio Recovery Associates, LLC*, 2011 U.S. Dist. LEXIS 69502 (N.D. Ill. 2011)
- *Webb v. Midland Credit Mgmt.*, 2012 U.S. Dist. LEXIS 80006 (N.D. Ill. May 31,

2012)

- *Tabiti v. LVNV Funding, LLC*, 2017 U.S. Dist. LEXIS 5932 (N.D. Ill. Jan. 17, 2017), reconsideration denied, 2017 U.S. Dist. LEXIS 238583 (N.D. Ill., May 16, 2017)
- *Wheeler v. Midland Funding LLC*, 2020 U.S. Dist. LEXIS 52409 (N.D. Ill. July 31, 2017),
- *Magee v. Portfolio Recovery Assocs.*, 2016 U.S. Dist. LEXIS 61389 (N.D. Ill. May 9, 2016), reconsideration denied, 2016 U.S. Dist. LEXIS 123573 (N.D. Ill. Sept. 13, 2016)

## BRITTANY RESCH

Brittany Resch is a partner at Strauss Borrelli PLLC. Ms. Resch's practice focuses on complex class action litigation, including data breach, privacy, Telephone Consumer Protection Act ("TCPA"), false advertising, and consumer protection cases in both state and federal courts around the country. Since 2022, Ms. Resch has served as an adjunct professor at the University of Minnesota Law School teaching a seminar on e-Discovery.

Ms. Resch received her J.D. from the University of Minnesota Law School in 2015, after which she clerked for the Honorable Richard H. Kyle, Senior United States District Judge for the District of Minnesota. Prior to joining Strauss Borrelli PLLC, Ms. Resch was an associate at Gustafson Gluek, where she prosecuted complex antitrust, consumer protection, and civil rights class actions in federal and state courts. Ms. Resch was named one of the Attorneys of the Year in 2019 by Minnesota Lawyer for her work representing a pro se litigant in federal court through the Pro Se Project. Ms. Resch was also named a Rising Star in 2020 and 2021 and a 2021 Up & Coming Attorney by Minnesota Lawyer.

Ms. Resch has been an active member in the Federal Bar Association for a decade, holding various leadership and committee positions. Ms. Resch also assists in the representation of pro se litigants through the District of Minnesota Federal Bar Association's Pro Se Project. Ms. Resch is also an active member of Minnesota Women Lawyers. Ms. Resch has also been certified as a North Star Lawyer by the Minnesota State Bar Association for providing a minimum of 50 hours of pro bono legal services (2023, 2021, 2020, 2019).

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.

Ms. Resch recently has significant experience in data privacy litigation and is currently litigating more than fifty data breach cases in courts around the country as counsel on behalf of millions of data breach victims, including *McKittrick v. Allwell Behavioral Health Services*, Case No. CH-2022-0174 (Muskingum County, Ohio) (appointed class counsel for settlement purposes); *Hall v. Centerspace, LP*, Case No. 22-cv-2028 (D. Minn.); *Morrison v. Entrust Corp., et al.*, Case No. 23-cv-415 (D. Minn.); *Batchelor v. MacMillan, et al.*, Case No. 157072/2023 (New York County, NY); *Tribbia, et al., v. Hanchett Paper Company*, Case No. 2022 CH 3677 (Cook County, IL); *Benedetto v. Southeastern Pennsylvania Transportation*

*Authority*, No. 210201425 (C.C.P. Phila.); *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); and *In re Lincare Holdings Inc. Data Breach Litigation*, No. 8:22-cv-01472 (M.D. Fl.). Additionally, in recent years, Ms. Resch has been substantially involved in a number of complex class action matters in state and federal courts including:

- *Emmrich v. General Motors LLC*, No. 21-cv-05990 (N.D. Ill.)
- *Spindler v. General Motors LLC*, No. 21-cv-09311 (N.D. Cal.)
- *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.)
- *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.)
- *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.)
- *Spindler v. Seamless Contacts Inc.*, No. 4:22-cv-00787 (N.D. Cal.)
- *Uhhariet v. MyLife.com, Inc.*, No. 21-cv-08229 (N.D. Cal.)
- *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.)
- *In re Broiler Chicken Antitrust Litigation*, No. 16-cv-08637 (N.D. Ill.)
- *In re Pork Antitrust Litigation*, No. 21-md-02998 (D. Minn.)
- *Hudock v. LG Electronics USA, Inc.*, No. 16-cv-1220 (JRT/KMM) (D. Minn.)
- *In re Asacol Antitrust Litigation*, No. 15-cv-12730 (D. Mass.)

## ALEX S. PHILLIPS

Alex Phillips is a partner at Strauss Borrelli PLLC. 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.)