

<p>JADYN NEWMAN, individually and on behalf of classes of similarly situated individuals,</p> <p style="text-align: center;">Plaintiffs,</p> <p style="text-align: center;">v.</p> <p>AUDIENCEVIEW TICKETING CORPORATION and UNIVERSITYTICKETS.COM, INC.,</p> <p style="text-align: center;">Defendants.</p>	<p>Case No.: 1:23-cv-03764-VEC</p>
<p>RICHARD Z. TOLEDO, individually and on behalf of classes of similarly situated individuals,</p> <p style="text-align: center;">Plaintiffs,</p> <p style="text-align: center;">v.</p> <p>AUDIENCEVIEW TICKETING CORPORATION and UNIVERSITYTICKETS.COM, INC.,</p> <p style="text-align: center;">Defendants.</p>	

**DECLARATION OF BRIAN MURRAY**

I, Brian Murray, declare and state as follows:

1. I am a partner at the law firm Glancy Prongay & Murray LLP (“GPM”), counsel of record for Plaintiffs in this matter. My firm resume is attached hereto as Exhibit D. I am a member in good standing of the bar of the State of New York, among others. My firm has been appointed as Lead Counsel in this case by the Court, working alongside Bradley Grombacher LLP. I respectfully submit this Declaration in Support of Plaintiffs’ Motion for Attorneys’ Fees,

knowledge of the facts set forth in this affidavit, and if called upon to testify, I could and would competently testify thereto.

2. I believe that the requested fee and expense award, which represents 30% of the Settlement Fund, is fair and reasonable under federal court precedent, particularly considering the risks Plaintiffs faced in litigating this matter and the substantial relief obtained for Class Members.

3. As a partner at GPM, I have been integrally involved in every aspect of this case since its inception. Along with our co-counsel at Bradley Grombacher LLP, I have overseen and directed the work performed by our firm, including the investigative phase, drafting of pleadings, motion practice, discovery efforts, mediation process, and finalization of the Settlement. I also worked closely with the Honorable Morton Denlow during mediation, where substantive relief for the Class was negotiated in an adversarial and arms-length process.

4. The work undertaken by GPM, in conjunction with Bradley Grombacher LLP, required substantial time and resources. Defendants were represented by able counsel from Gordon Rees Scully Mansukhani, LLP, a national law firm with offices in 50 states, who aggressively represented their clients throughout this Action. The legal and factual issues presented in this case, arising from a data breach, were complex. These issues necessitated extensive legal research and analysis on data breach jurisprudence, standing, causation, and class-wide damages. Given the novel legal questions and the evolving legal landscape surrounding data security cases, this litigation posed significant risks to recovery.

## **BACKGROUND OF THE LITIGATION**

5. This litigation commenced in May 2023 when Plaintiff Jadyne Newman filed the initial complaint in the United States District Court for the Southern District of New York. Shortly



case.

6. After Plaintiffs worked to successfully appoint Lead Counsel, we consolidated our actions. The consolidated complaint alleged that Defendants AudienceView Ticketing Corporation and UniversityTickets.com, Inc. failed to maintain adequate data security practices, resulting in a breach in February 2023 that compromised Payment Card Information of over 13,000 individuals, including cardholder names, payment card numbers, and expiration dates.

7. On October 2, 2023, Defendants filed a motion to dismiss the consolidated complaint, challenging Plaintiffs' standing and the adequacy of their claims. In response, Plaintiffs filed the First Amended Complaint on October 16, 2023, bolstering allegations of Defendants' failure to implement industry-standard data security measures. This amended filing mooted Defendants' pending motion to dismiss, and the case continued under the revised pleadings.

8. Throughout the litigation, GPM worked diligently to advance the interests of the Class. We coordinated with co-counsel to brief multiple motions and engaged in a thorough examination of the relevant facts and legal issues. Discovery deadlines were stayed at several junctures, while substantive legal issues were actively contested.

9. In early 2024, the Parties began informal settlement discussions, exchanging information to evaluate the strengths and weaknesses of their respective positions. These discussions culminated in a formal mediation held on May 28, 2024, before the Honorable Morton Denlow.

10. After a full day of negotiations, the Parties reached an agreement on the substantive terms of the Settlement, which provides meaningful monetary compensation to Class Members as well as data security enhancements to prevent future breaches.

finalize the Settlement Agreement and related documents, ensuring that all terms were accurately memorialized. This process required multiple revisions, collaboration with the Settlement Administrator, and careful consideration of Class Members' interests.

12. In September 2024, the Parties executed the final Settlement Agreement, attached as Exhibit A. Class Counsel subsequently prepared the Joint Motion for Preliminary Approval, which was granted by the Court in part.

13. Since entry of the Preliminary Approval Order, GPM and co-counsel have actively monitored the settlement administration process, ensuring compliance with Court directives and responding to inquiries from Class Members. Our work will continue through final approval and beyond, as we oversee the distribution of monetary benefits and monitor Defendants' compliance with the Settlement Agreement, as well as assisting with finalization of pleadings towards the Fairness Hearing on April 10, 2025.

### **CLASS COUNSEL'S HOURS, LODESTAR, AND EXPENSES**

14. GPM has collectively expended 105.6 hours in prosecuting this matter, amounting to a total lodestar of \$108,810.00. A chart showing the attorneys who worked on the case at my firm, their hours, and hourly rate is attached hereto as Exhibit B. These hours reflect the substantial efforts undertaken by GPM attorneys to litigate and resolve this class action efficiently and effectively. The Declarations of D. Anthony Mastando and Mason Barney, which show the hours, hourly rate, and firm personnel who worked on the case are attached hereto as Exhibits F and G, respectively. Bradley Grombacher LLP expended 83.6 hours for a lodestar of \$70,640. Siri & Glimstad LLP expended 48.7 hours for a lodestar of \$19,653. Mastando & Artrip LLC expended 83.6 hours for a lodestar of \$70,640.



experience and expertise in complex class action litigation. Courts within New York and across the country routinely approve rates comparable to or higher than those requested here. The requested lodestar reflects reasonable and necessary time spent by GPM in successfully resolving this matter.

16. In addition to time expended, GPM has incurred \$3,724.84 in unreimbursed litigation expenses, including costs for court filings, mediation fees, expert consultations, travel expenses, and legal research. A chart listing GPM listing expense by category is attached hereto as Exhibit C. These expenses were reasonable and necessary to achieve the successful outcome obtained for the Class. A chart listing expenses incurred by all firms is attached hereto as Exhibit E.

#### **VALUE OF THE SETTLEMENT RELIEF**

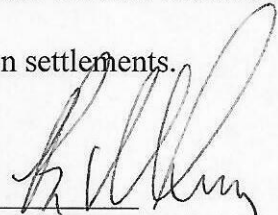
17. The total cash value of the Settlement to Class Members is approximately \$435,000. This figure includes payments for Out-of-Pocket Losses (up to \$5,000), Attested Time claims (up to \$100), and Alternative Cash Payments (\$75 per claimant). Importantly, the Settlement Fund is non-reversionary, ensuring that all funds will be distributed to benefit the Class. *See* Exhibit A, Settlement Agreement dated September 20, 2024 Doc. 70-2).

18. Additionally, the Settlement requires Defendants to implement enhanced data security measures designed to prevent future breaches. These measures add substantial value to the Settlement by reducing the risk of future harm to Class Members.

19. The Settlement provides for Service Awards of \$3,500 each for Plaintiffs Jady Newman and Richard Toledo. These awards recognize the time, effort, and commitment demonstrated by the Class Representatives in pursuing this litigation on behalf of the Class.

20. Both Plaintiffs actively participated in the case by providing information for the pleadings, assisting in discovery, remaining informed about case developments, and contributing to the successful resolution of the matter. The requested Service Awards are reasonable and consistent with awards granted in comparable class action settlements.

Dated: December 30, 2024  
New York, New York

By:   
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# **EXHIBIT A**

## **SETTLEMENT AGREEMENT AND RELEASE**

This Settlement Agreement and Release (“Settlement Agreement” or “Agreement”) is entered into by and between JADYN NEWMAN and RICHARD Z. TOLEDO, individually and on behalf of Participating Settlement Class Members (as defined in Paragraph 29) (together “Plaintiffs”), and AUDIENCEVIEW TICKETING CORPORATION (“AudienceView”) and UNIVERSITYTICKETS.COM, INC. (“UniversityTickets”) (AudienceView and UniversityTickets, collectively “Defendants”) (Plaintiffs and Defendants, collectively the “Parties”), in the action *Newman et al. v. AudienceView Ticketing Corporation et al.*, Case No. 1:23-cv-03764-VEC, pending in the U.S. District Court for the Southern District of New York (the “Action”).

### **RECITALS**

WHEREAS, Plaintiffs have filed a Complaint(s) against Defendants in the United States District Court for the Southern District of New York relating to a data security incident affecting AudienceView which occurred in or around February 2023, which Complaint(s) have been consolidated and are presently pending in the Action;

WHEREAS, Defendants deny the allegations and all liability with respect to any and all facts and claims alleged in the Action, that the class representatives and the class(es) which they purport to represent have suffered any damage(s), and/or that the Action satisfies the requirements to be tried as a class action under Federal Rule of Civil Procedure 23; and

WHEREAS, following extensive arm’s length settlement negotiations and a mediation session, the Parties reached an agreement of the essential terms of settlement.

NOW, THEREFORE, in exchange for the mutual promises and valuable consideration provided for in this Agreement, the Parties agree to a full, complete, and final settlement and resolution of the Action, subject to Court approval, on the following terms and conditions:

#### **I. DEFINITIONS**

In addition to terms defined at various points within this Agreement, the following defined terms shall have the meanings set forth below:

1. “Action” means the class action lawsuit captioned *Newman et al. v. AudienceView Ticketing Corporation et al.*, Case No. 1:23-cv-03764-VEC, pending in the U.S. District Court for the Southern District of New York before the Honorable Valerie E. Caproni.

2. “Alternative Cash Payment” means a cash payment of Seventy-Five Dollars and Zero Cents (\$75.00), which a Class Member may claim in lieu of any other benefits under this Settlement Agreement, as set forth in Paragraph 58.

3. “Approved Claim” means the timely submission of a Claim Form by a Participating Settlement Member that has been approved by the Settlement Administrator.



4. “Attested Time” means time spent remedying issues related to the Data Incident.
5. “AudienceView” means Defendant AudienceView Ticketing Corporation.
6. “Claim Form” or “Claim” means the form(s) Settlement Class Members must submit to be eligible for reimbursement of Out-of-Pocket Losses and/or Attested Time, or to claim an Alternative Cash Payment under the terms of the Settlement, which is attached hereto as Exhibit 3.
7. “Claims Deadline” means the last day to submit a timely Claim Form(s), which will occur sixty (60) days after the Notice Deadline.
8. “Claims Period” means the period of time during which Settlement Class Members may submit Claim Forms to receive settlement benefits, which will end sixty (60) days after the Notice Deadline.
9. “Class Counsel” means Kiley Grombacher of Bradley Grombacher LLP and Brian Murray of Glancy Prongay & Murray LLP.
10. “Class Representatives” means Jadyn Newman and Richard Z. Toledo.
11. “Court” means the United States District Court for the Southern District of New York.
12. “Data Incident” means the data security incident affecting AudienceView which occurred in or around February 2023.
13. “Defendants” means, collectively AudienceView and UniversityTickets.
14. “Defendants’ Counsel” means Brian E. Middlebrook and John T. Mills of Gordon Rees Scully Mansukhani, LLP.
15. “Effective Date” means one business day following the latest of: (i) the date upon which the time expires for filing or noticing any appeal of the Judgment or one (1) business day following entry of an order granting final approval of the settlement if no parties have standing to appeal; (ii) if there is an appeal or appeals, other than an appeal or appeals solely with respect to attorneys’ fees and reimbursement of expenses, the date of completion, in a manner that finally affirms and leaves in place the Judgment without any material modification, of all proceedings arising out of the appeal(s) (including, but not limited to, the expiration of all deadlines for motions for reconsideration or petitions for review and/or certiorari, all proceedings ordered on remand, and all proceedings arising out of any subsequent appeal(s) following decisions on remand); or (iii) the date of final dismissal of any appeal or the final dismissal of any proceeding on certiorari with respect to the Judgment.

16. “Fee Award and Costs” means the amount of attorneys’ fees and reimbursement of Litigation Costs and Expenses awarded by the Court to Class Counsel.

17. “Final Approval Order and Judgment” means an order and judgment that the Court enters after the Final Approval Hearing, which finally approves the Settlement Agreement, certifies the Settlement Class, dismisses the Action with prejudice, and otherwise satisfies the settlement-related provisions of Federal Rule of Civil Procedure 23, and is consistent with all material provisions of this Agreement, substantially in the form annexed hereto as Exhibit 5.

18. “Final Approval Hearing” means the hearing to be conducted by the Court to determine the fairness, adequacy, and reasonableness of the Settlement pursuant to Federal Rule of Civil Procedure 23 and whether to issue the Final Approval Order and Judgment.

19. “Litigation Costs and Expenses” means costs and expenses incurred by counsel for Plaintiffs in connection with commencing, prosecuting, and settling the Action.

20. “Net Settlement Fund” means the amount of funds that remain in the Settlement Fund after funds are paid from or allocated for payment from the Settlement Fund for the following: (i) Notice and Administrative Expenses, (ii) Taxes and Tax-Related Expenses, (iii) Service Awards Payments approved by the Court, and (iv) Fee Award and Costs approved by the Court.

21. “Non-Profit Residual Recipient” means Electronic Privacy Information Center, subject to approval by the Court.

22. “Notice” means notice of the proposed class action Settlement to be provided to Settlement Class Members, substantially in the form attached hereto as Exhibit 1 (“Short Form Notice”) and Exhibit 2 (“Long Form Notice”).

23. “Notice and Administrative Expenses” means all of the expenses incurred in the administration of this Settlement, including, without limitation, all expenses or costs associated with providing Notice to the Settlement Class, locating Settlement Class Members, performing National Change of Address search(es) and/or skip tracing, processing claims, determining the eligibility of any person to be a Settlement Class Member, and administering, calculating and distributing the Settlement Fund to Settlement Class Members. Administrative Expenses also includes all reasonable third-party fees and expenses incurred by the Settlement Administrator in administering the terms of this Agreement.

24. “Notice Deadline” means the last day by which Notice must issue to the Settlement Class Members, and will occur thirty (30) days after entry of the Preliminary Approval Order.

25. “Objection Deadline” is the last day on which a Settlement Class Member may file an objection to the Settlement, which will be sixty (60) days after the Notice Deadline.

26. “Opt-Out Deadline” is the last day on which a Settlement Class member may file a request to be excluded from the Settlement Class, which will be sixty (60) days after the Notice Deadline.

27. “Out-of-Pocket Losses” means documented out-of-pocket costs or expenditures that a Settlement Class Member actually incurred that are fairly traceable to the Data Incident, and that have not already been reimbursed by a third party, as set forth in Paragraph 53.

28. “Payment Card Information” means the name, billing address, e-mail address, and credit or debit card number in combination with the security code, access code, password, or PIN for the credit card or debit card number for the Participating Settlement Class Members which was potentially impacted in the Data Incident. The term “Payment Card Information” is not intended here, nor should it be viewed as, having any bearing on the meaning of this term or similar term in any statute or other source of law beyond this Agreement, or how the Parties may use the term in other circumstances.

29. “Participating Settlement Class Member” means a Settlement Class Member who does not submit a valid Request for Exclusion prior to the Opt-Out Deadline.

30. “Preliminary Approval Order” means an order directing issuance of Notice to Settlement Class Members, determining that the Court will likely be able to approve the Settlement under Federal Rule of Civil Procedure 23(e)(2), and determining that the Court will likely be able to certify the Settlement Class for purposes of judgment. Such order will include the forms and procedure for providing notice to the Settlement Class, including notice of the procedure for Settlement Class Members to object to or opt-out of the Settlement, and set a date for the Final Approval Hearing, substantially in the form annexed hereto as Exhibit 4.

31. “Released Claims” means any and all claims, liabilities, rights, demands, suits, actions, causes of action, obligations, damages, penalties, costs, attorneys’ fees, losses, and remedies of every kind or description—whether known or unknown (including Unknown Claims), existing or potential, suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, legal, statutory, or equitable—that the Releasing Parties had or have that have been or could have been asserted in the Action or that otherwise relate to or arise from the Data Incident, the operative facts alleged in the Action, including the complaint and any amendment thereto, the alleged access, disclosure and/or acquisition of Settlement Class Members’ Payment Card Information in the Data Incident, Defendants’ provision of notice to Settlement Class Members following the Data Incident, Defendants’ information security policies and practices, or Defendants’ maintenance or storage of Payment Card Information, regardless of whether such claims arise under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law.

32. “Released Parties” means Defendants and each and every of their respective predecessors, successors, assigns, parents, subsidiaries, divisions, affiliates, departments, and any and all of their past, present, and future officers, directors, employees, stockholders, partners, servants, agents, successors, attorneys, representatives, insurers, reinsurers, subrogees, and assigns of any of the foregoing, as well as clients of Defendants and each and every of their respective predecessors, successors, assigns, parents, subsidiaries, divisions, affiliates, departments, and any



and all of their past, present, and future officers, directors, employees, stockholders, partners, servants, agents, successors, attorneys, representatives, insurers, reinsurers, subrogees, and assigns of any of the foregoing. Each of the Released Parties may be referred to individually as a “Released Party.”

33. “Releasing Parties” means the Class Representatives and Participating Settlement Class Members, and each of their respective heirs, executors, administrators, representatives, agents, partners, successors, attorneys, and assigns.

34. “Request for Exclusion” is the written communication by or on behalf of a Settlement Class Member in which he or she requests to be excluded from the Settlement Class in the form and manner provided for in the Notice.

35. “Residual Settlement Fund” means the amount of funds that remain in the Settlement Fund after funds are paid from or allocated for payment from the Settlement Fund for the following: (i) Notice and Administrative Expenses; (ii) Taxes and Tax-Related Expenses; (iii) Approved Claim(s) for Out-of-Pocket Losses; (iv) Approved Claim(s) for Attested Time; (v) Approved Claim(s) for Alternative Cash Payment(s); (vi) Service Awards Payments approved by the Court; and (vii) Fee Award and Costs approved by the Court.

36. “Service Award Payment” means compensation awarded by the Court and paid to the Class Representatives in recognition of each of their roles in this litigation.

37. “Settlement” means the settlement of the Action by and between the Parties, and the terms thereof as stated in this Settlement Agreement.

38. “Settlement Administrator” means Eisner Advisory Group, LLC, subject to Court approval.

39. “Settlement Class” means the persons who are identified on the Settlement Class List, including all individuals residing in the United States who were sent notification by Defendants that their Payment Card Information was potentially compromised in the Data Incident. Excluded from the Settlement Class are: (1) the judges presiding over this Action, and members of their direct families; (2) Defendants, their subsidiaries, parent companies, successors, predecessors, and any entity in which Defendants or their parents have a controlling interest and their current or former officers, directors, and employees; and (3) Settlement Class Members who submit a valid Request for Exclusion prior to the Opt-Out Deadline.

40. “Settlement Class List” means the list generated by Defendants containing the full names and current or last known addresses for Settlement Class Members, which Defendants shall provide to the Settlement Administrator within ten (10) days of the Preliminary Approval Order.

41. “Settlement Class Member” means an individual who falls within the definition of the Settlement Class.

42. “Settlement Fund” means the sum of Four Hundred Thirty-Five Thousand Dollars and Zero Cents (\$435,000.00) to be paid by or on behalf of Defendants as specified in Paragraph 47, including any interest accrued thereon after payment. This payment is the limit and extent of the monetary obligations of Defendants, their respective predecessors, successors, assigns, parents, subsidiaries, divisions, affiliates, departments, and any and all of their past, present, and future officers, directors, employees, stockholders, partners, servants, agents, successors, attorneys, representatives, insurers, reinsurers, subrogees, and assigns of any of the foregoing, with respect to this Agreement and the settlement of this matter.

43. “Settlement Payment” or “Settlement Check” means the payment to be made via mailed check or electronic payment to a Participating Settlement Class Member pursuant to Paragraph 60.

44. “Settlement Website” means the website that the Settlement Administrator will establish as soon as practicable following entry of the Preliminary Approval Order, but prior to the mailing of the Notice, as a means for Settlement Class Members to obtain notice of and information about the Settlement and relevant case documents and deadlines. The Settlement Website shall contain relevant documents, including, but not limited to, the Notice, this Agreement, Plaintiffs’ motion for preliminary approval of the Settlement, the Preliminary Approval Order, Plaintiffs’ motion for an award of attorneys’ fees, costs and expenses, and/or service awards, and the operative complaint in the Action. The Settlement Website shall also include a toll-free telephone number, e-mail address, and mailing address through which Settlement Class Members may contact the Settlement Administrator directly. The Settlement Website shall not include any advertising and shall remain operational until at least sixty (60) days after all Settlement Payments have been distributed.

45. “Taxes and Tax-Related Expenses” means any and all applicable taxes, duties, and similar charges imposed by a government authority (including any estimated taxes, interest, or penalties) arising in any jurisdiction, if any, with respect to the income or gains earned by or in respect of the Settlement Fund, including, without limitation, any taxes that may be imposed upon Defendants with respect to any income or gains earned by or in respect of the Settlement Fund for any period while it is held in the Settlement Fund.

46. “UniversityTickets” means Defendant UniversityTickets.com, Inc.

## **II. SETTLEMENT FUND**

47. **Establishment of Settlement Fund.** Within ten (10) days of the Preliminary Approval Order, Defendants shall deposit or cause to be deposited the total sum of Four Hundred Thirty-Five Thousand Dollars and Zero Cents (\$435,000.00) into an interest-bearing account established and administered by the Settlement Administrator at a financial institution agreed upon by the Settlement Administrator and Defendants.

48. **Non-Reversionary.** The Settlement Fund is non-reversionary. As of the Effective Date, all rights of Defendants in or to the Settlement Fund shall be extinguished, except in the event this Settlement Agreement is terminated, as described in Paragraph 86.

49. **Qualified Settlement Fund.** The Parties agree that the Settlement Fund is intended to be maintained as a qualified settlement fund within the meaning of Treasury Regulation § 1.468 B-1, and that the Settlement Administrator, within the meaning of Treasury Regulation § 1.468 B-2(k)(3), shall be responsible for filing tax returns and any other tax reporting for or in respect of the Settlement Fund and paying from the Settlement Fund any Taxes and Tax-Related Expenses owed with respect to the Settlement Fund. The Parties agree that the Settlement Fund shall be treated as a qualified settlement fund from the earliest date possible and agree to any relation-back election required to treat the Settlement Fund as a qualified settlement fund from the earliest date possible. Any and all funds held in the Settlement Fund shall be held in an interest-bearing account insured by the Federal Deposit Insurance Corporation. Funds may be placed in a non-interest-bearing account as may be reasonably necessary during the check clearing process. The Settlement Administrator shall provide an accounting of any and all funds in the Settlement Fund, including any interest accrued thereon and payments made pursuant to this Agreement, upon request of any of the Parties.

50. **Custody of Settlement Fund.** The Settlement Fund shall be deemed to be in the custody of the Court and shall remain subject to the jurisdiction of the Court until such time as the entirety of the Settlement Fund is distributed pursuant to this Settlement Agreement or the balance returned to those who paid the Settlement Fund in the event this Settlement Agreement is terminated in accordance with Paragraph 86.

51. **Use of the Settlement Fund.** As further described in this Agreement, the Settlement Fund shall be used by the Settlement Administrator to pay for the following: (i) Notice and Administrative Expenses; (ii) Taxes and Tax-Related Expenses; (iii) Approved Claim(s) for Out-of-Pocket Losses; (iv) Approved Claim(s) for Attested Time; (v) Approved Claim(s) for Alternative Cash Payment(s); (vi) Service Awards Payments approved by the Court; and (vii) Fee Award and Costs approved by the Court. Following payment of all of the above expenses, any amount remaining in the Residual Settlement Fund shall be distributed *pro rata* to Participating Settlement Class Members in accordance with Paragraph 68 and shall thereafter be paid to the Non-Profit Residual Recipient in accordance with Paragraph 69. No amounts may be withdrawn from the Settlement Fund unless expressly authorized by this Agreement or approved by the Court.

52. **Taxes and Representations.** Taxes and Tax-Related Expenses relating to the Settlement Fund shall be considered Notice and Administrative Expenses and shall be timely paid by the Settlement Administrator out of the Settlement Fund without prior order of the Court. Further, the Settlement Fund shall indemnify and hold harmless the Parties, their counsel, and their insurers and reinsurers for Taxes and Tax-Related Expenses (including, without limitation, taxes payable by reason of any such indemnification payments). The Parties and their respective counsel have made no representation or warranty with respect to the tax treatment by any Class Representative or any Settlement Class Member of any payment or transfer made pursuant to this Agreement or derived from or made pursuant to the Settlement Fund. Each Class Representative and Participating Settlement Class Member shall be solely responsible for the federal, state, and local tax consequences to him, her or it of the receipt of funds from the Settlement Fund pursuant to this Agreement.



### **III. REIMBURSEMENT FOR OUT-OF-POCKET LOSSES AND ATTESTED TIME**

53. **Reimbursement for Out-of-Pocket Losses.** All Settlement Class Members may submit a claim for up to Five Thousand Dollars and Zero Cents (\$5,000.00) for reimbursement of Out-of-Pocket Losses. “Out-of-Pocket Losses” are unreimbursed costs or expenditures incurred by a Settlement Class Member that are fairly traceable to the Data Incident including, without limitation, the following: (i) unreimbursed costs, expenses, losses or charges incurred as a result of identity theft or identity fraud, or other possible misuse of class member’s Payment Card Information; and/or (ii) other miscellaneous expenses incurred related to any Out-of-Pocket Loss such as notary, fax, postage, copying, mileage, and long-distance telephone charges. Settlement Class Members who elect to submit a claim for Reimbursement of Out-of-Pocket Losses must provide to the Settlement Administrator the information required to evaluate the claim, including: (1) the Settlement Class Member’s name and current address; (2) documentation supporting their claim; (3) a brief description of the documentation describing the nature of the loss, if the nature of the loss is not apparent from the documentation alone; and (4) whether the Settlement Class Member has been reimbursed for the loss by another source. Documentation supporting Out-of-Pocket Losses can include receipts or other documentation not “self-prepared” by the Settlement Class Member that documents the costs incurred. “Self-prepared” documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity to or support other submitted documentation. Settlement Class Members shall not be reimbursed for Out-of-Pocket Losses if they have already been reimbursed for the same Out-of-Pocket Losses by another source. A claim for reimbursement for Out-of-Pocket Losses may be combined with a claim for Attested Time but in no circumstance will a Settlement Class Member be eligible to receive more than the Five Thousand Dollars and Zero Cents (\$5,000.00) cap.

54. **Assessing Claims for Out-of-Pocket Losses.** The Settlement Administrator shall verify that each person who submits a Claim Form is a Settlement Class Member. The Settlement Administrator shall have the sole discretion and authority to determine whether and to what extent documentation for Out-of-Pocket Losses reflects valid Out-of-Pocket Losses actually incurred that are fairly traceable to the Data Incident, but may consult with Class Counsel and Defendants’ Counsel in making individual determinations. In assessing what qualifies as “fairly traceable,” the Parties agree to instruct the Settlement Administrator to consider (i) whether the timing of the loss occurred on or after February 14, 2023; and/or (ii) whether the Payment Card Information used to commit identity theft or fraud consisted of the same type of Payment Card Information that was potentially impacted as a result of the Data Incident. The Settlement Administrator is authorized to contact any Settlement Class Member (by e-mail, telephone, or U.S. mail) to seek clarification regarding a submitted claim prior to making a determination as to its validity.

55. **Reimbursement for Attested Time.** All Settlement Class Members may submit a claim for reimbursement of Attested Time up to four (4) hours at Twenty-Five Dollars and Zero Cents (\$25.00) per hour, but only if at least one (1) full hour was spent. Settlement Class Members can receive reimbursement of Attested Time with a brief description of the actions taken in response to the Data Incident and the time associated with each action. Claims for Attested Time are capped at One Hundred Dollars and Zero Cents (\$100.00) per individual. A claim for Attested Time may be combined with a claim for reimbursement for Out-of-Pocket Losses but in no

circumstance will a Settlement Class Member be eligible to receive more than the Five Thousand Dollars and Zero Cents (\$5,000.00) individual cap.

56. **Assessing Claims for Attested Time.** The Settlement Administrator shall have the sole discretion and authority to determine whether the prerequisites have been met in order to award payments of Attested Time, but may consult with Class Counsel and Defendants' Counsel in making individual determinations. The Settlement Administrator is authorized to contact any Settlement Class Member (by e-mail, telephone, or U.S. mail) to seek clarification regarding a submitted claim prior to making a determination as to its validity.

57. **Disputes.** To the extent the Settlement Administrator determines a claim for Out-of-Pocket Losses or Attested Time is deficient in whole or part, within a reasonable time of making such a determination, the Settlement Administrator shall notify the Settlement Class Member of the deficiencies and give the Settlement Class Member twenty-one (21) days to cure the deficiencies. Such notifications shall be sent via e-mail, unless the claimant did not provide an e-mail address, in which case such notifications shall be sent via U.S. mail. If the Settlement Class Member attempts to cure the deficiencies but, at the sole discretion and authority of the Settlement Administrator, fails to do so, the Settlement Administrator shall notify the Settlement Class Member of that determination within ten (10) days of the determination. The Settlement Administrator may consult with Class Counsel and Defendants' Counsel in making such determinations.

#### **IV. ALTERNATIVE CASH PAYMENT**

58. **Alternative Cash Payment.** In lieu of the benefits made available to Settlement Class Members under Section III, Paragraphs 53-57 above, all Settlement Class Members may submit a claim for an Alternative Cash Payment of Seventy-Five Dollars and Zero Cents (\$75.00).

59. **Assessing Claims for Alternative Cash Payments.** The Settlement Administrator shall verify that each person who submits a Claim Form is a Settlement Class Member. A Settlement Class Member shall not be required to submit any documentation or additional information in support of their claim for an Alternative Cash Payment. However, the Claim Form must clearly indicate that the Settlement Class Member is electing to claim the Alternative Cash Payment in lieu of any other benefits made available under this Settlement Agreement and, specifically, Section III, Paragraphs 53-57 above. The Settlement Administrator is authorized to contact any Settlement Class Member (by e-mail, telephone, or U.S. mail) to seek clarification regarding a submitted claim prior to making a determination as to its validity. In the event of any ambiguities in the Claim Form, the Settlement Administrator must contact the Settlement Class Member prior to making a determination as to its validity and, specifically, to determine whether the Settlement Class Member wishes to file a claim for an Alternative Cash Payment, or any other benefits made available under this Settlement Agreement.

#### **V. PAYMENTS TO PARTICIPATING SETTLEMENT CLASS MEMBERS**

60. **Payment Timing.** Payments for Approved Claims shall be issued in the form of an electronic payment or check mailed as soon as practicable after the allocation and distribution of

funds are determined by the Settlement Administrator following the Effective Date. The Settlement Administrator shall utilize electronic payment methods wherever possible.

61. **Timing.** To the extent payments are made by check, settlement checks shall bear in the legend that they expire if not negotiated within sixty (60) days of their date of issue.

62. **Returned Checks.** For any electronic payment or settlement check returned to the Settlement Administrator as undeliverable (including, but not limited to, when the intended recipient is no longer located at the address), the Settlement Administrator shall make reasonable efforts to locate a valid address and resend the Settlement Payment within thirty (30) days after the electronic payment or check is returned to the Settlement Administrator as undeliverable. In attempting to locate a valid address, the Settlement Administrator is authorized to send an e-mail and/or place a telephone call to that Participating Settlement Class Member to obtain updated address information. Any replacement electronic payment(s) or settlement check(s) issued to Participating Settlement Class Members shall remain valid and negotiable for sixty (60) days from the date of their issuance and may thereafter automatically be canceled if not cashed by the Participating Settlement Class Members within that time.

63. **Uncashed Checks.** To the extent that an electronic payment or settlement check is not cashed, accepted, and/or negotiated within sixty (60) days after the date of issue, the Settlement Administrator shall undertake the following actions: (1) attempt to contact the Participating Settlement Class Member by e-mail and/or telephone to discuss how to obtain a reissued electronic payment or check; (2) if those efforts are unsuccessful, make reasonable efforts to locate an updated address for the Participating Settlement Class Member using advanced address searches or other reasonable methods; and (3) reissuing an electronic payment or check or mailing the Participating Settlement Class Member a postcard (either to an updated address if located or the original address if not) providing information regarding how to obtain a reissued electronic payment or check. Any reissued electronic payment(s) or settlement check(s) issued to Participating Settlement Class Members shall remain valid and negotiable for sixty (60) days from the date of their issuance and may thereafter automatically be canceled if not cashed by the Participating Settlement Class Members within that time.

64. **Deceased Class Members.** If the Settlement Administrator is notified that a Participating Settlement Class Member is deceased, the Settlement Administrator is authorized to reissue the electronic payment(s) or settlement check(s) to the Participating Settlement Class Member's estate upon receiving proof the Participating Settlement Class Member is deceased and after consultation with Class Counsel and Defendants' Counsel.

## **VI. CLAIMS; DISTRIBUTION OF SETTLEMENT FUNDS; RESIDUAL SETTLEMENT FUND**

65. **Submission of Electronic and Hard Copy Claims.** Settlement Class Members may submit Claim Forms to the Settlement Administrator electronically via a claims website or physically by mail to the Settlement Administrator. Claim Forms must be submitted electronically or postmarked during the Claims Period and on or before the Claims Deadline.



66. **Order of Distribution of Funds.** The Settlement Administrator shall use the funds available in the Net Settlement Fund to make payments for Approved Claims for Out-of-Pocket Losses, followed by Approved Claims for Attested Time, followed by Approved Claims for Alternative Cash Payments.

67. **Pro-Rata Contingencies.**

a. In the event that the funds remaining in the Net Settlement Fund after payments for Approved Claims for Out-of-Pocket Losses are not sufficient to make payment for Approved Claims for Attested Time, then the value of the payments for all Approved Claims for Attested Time shall be reduced on a pro rata basis, such that the aggregate value of all payments for Approved Claims for Out-of-Pocket Losses and Approved Claims for Attested Time does not exceed the Net Settlement Fund. In such an event, no Net Settlement Funds will be distributed for Approved Claims for Alternative Cash Payments.

b. In the event that the funds remaining in the Net Settlement Fund after payments for Approved Claims for Out-of-Pocket Losses and Approved Claims for Attested Time are not sufficient to make payment for Approved Claims for Alternative Cash Payments, then the value of the payments for Approved Claims for Alternative Cash Payments shall be reduced on a pro rata basis, such that the aggregate value of all payments for Approved Claims for Out-of-Pocket Losses, Approved Claims for Attested Time, and Approved Claims for Alternative Cash Payments does not exceed the Net Settlement Fund. In no event shall the Settlement Fund be increased for any reason.

c. All pro rata determinations required by this Paragraph shall be performed by the Settlement Administrator upon notice to Class Counsel and Defendants' Counsel.

68. **Residual Distributions.** In the event that there are funds in the Residual Settlement Fund, and the remaining amount is not *de minimis* (as determined by Class Counsel and Defendants' Counsel based on calculations provided by the Settlement Administrator), then each Settlement Class Member who is entitled to receive payment for an Approved Claim for Attested Time and Approved Claim for Alternative Cash Payment shall receive funds increased on a *pro rata* basis (in other words, the same additional amount is added to each Settlement Class Member's payment as set forth herein) so that the Net Settlement Fund is depleted. In the event that residual distributions are made pursuant to this Paragraph, under no circumstances shall a Settlement Class Member receive more than three (3) times the value of his, her, or its Approved Claim for Attested Time or Approved Claim for Alternative Cash Payment. All *pro rata* determinations required by this Paragraph shall be performed by the Settlement Administrator upon notice to Class Counsel and Defendants' Counsel.

69. **Unclaimed Property.** No portion of the Settlement Fund shall revert or be repaid to Defendants after the Effective Date. To the extent any monies remain in the Residual Settlement Fund more than 150 days after the distribution of settlement payments to the Participating Settlement Class Members, or 30 days after all reissued Settlement Checks are no longer negotiable, whichever occurs later or as otherwise agreed to by the Parties, any remaining monies shall be distributed as required by state law or to the Non-Profit Residual Recipient.

## **VII. CONFIRMATORY DISCOVERY**

70. **Confirmatory Discovery.** Within thirty (30) days of the Preliminary Approval Order, Defendants will provide reasonable access to confidential confirmatory discovery and/or a confidential declaration to Class Counsel which will include documents regarding the facts and circumstances of the Data Incident, Defendants' response thereto, and the changes and improvements that have been made or will be made to protect Settlement Class members' information from further unlawful intrusions. Such changes and improvements that have been made or will be made include but are not limited to: removal of malicious JavaScript code from affected databases, implementation of trigger to identify reinsertion of malicious scripts into databases, disabling of SQL SA accounts, enabling blocking of SQL injection attempts at Cloudflare WAF, implementing firewall blocking rules for identified IOCs, engaging a third-party forensics firm to assist in the internal investigation, implementing DefenderATP EDR solution, archiving impacted infrastructures associated with the product, and deploying dark web monitoring. The information provided pursuant to this Paragraph 70 shall identify the approximate annual cost of those security-related measures, which shall be paid by Defendants separate and apart from the Settlement Fund.

71. **Confidentiality.** The information provided by Defendants pursuant to this Section VII shall be treated as confidential and cannot be used for any purpose other than enforcement of this Settlement Agreement.

72. **No Other Rights or Remedies.** Nothing about this Section VII shall create any rights to any present or future contractual or equitable remedy requiring Defendants to make or maintain any particular security processes or procedures in the future.

## **VIII. SETTLEMENT CLASS NOTICE**

73. **Timing of Notice.** Within ten (10) days after the date of the Preliminary Approval Order, Defendants shall provide the Settlement Class List to the Settlement Administrator. Within thirty (30) days after the date of the Preliminary Approval Order, the Settlement Administrator shall disseminate the Short Form Notice to the members of the Settlement Class. The Settlement Administrator shall make the Long Form Notice and Claim Form available to Settlement Class Members on the Settlement Website.

74. **Form of Notice.** Notice shall be disseminated via U.S. mail and electronic mail to Settlement Class Members.

## **IX. OPT-OUTS AND OBJECTIONS**

75. **Opt-Outs.** The Notice shall explain the procedure for Settlement Class Members to exclude themselves or "opt-out" of the Settlement by submitting a Request for Exclusion to the Settlement Administrator postmarked no later than sixty (60) days after the Notice Deadline. Any Settlement Class Member who elects to be excluded shall not (i) be bound by any order or the Judgment; (ii) be entitled to relief under the Settlement; (iii) gain any rights by virtue of the Settlement; or (iv) be entitled to object to any aspect of the Settlement. The Request for Exclusion must include the name of the proceeding, the individual's full name, current address, personal

signature, and the words “Request for Exclusion” or a comparable statement that the individual does not wish to participate in the Settlement at the top of the communication. The Notice must state that any Settlement Class Member who does not file a timely Request for Exclusion in accordance with this Paragraph will lose the opportunity to exclude himself or herself from the Settlement and will be bound by the Settlement.

76. **Objections.** The Notice shall explain the procedure for Settlement Class Members to object to the Settlement by submitting written objections to the Settlement Administrator postmarked no later than sixty (60) days after the Notice Deadline. The written objection must include (i) the name of the proceedings; (ii) the Settlement Class Member’s full name, current mailing address, and telephone number; (iii) a statement that states with specificity the grounds for the objection, as well as any documents supporting the objection; (iv) a statement as to whether the objection applies only to the objector, to a specific subset of the class, or to the entire class; (v) the identity of any attorneys representing the objector; (vi) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing; (vii) a list of all other matters in which the objecting Settlement Class Member and/or his/her attorney has lodged an objection to a class action settlement; and (viii) the signature of the Settlement Class Member or the Settlement Class Member’s attorney. The Notice must set forth the time and place of the Final Approval Hearing (subject to change) and state that any Settlement Class Member who does not file a timely and adequate objection in accordance with this Paragraph waives the right to object or to be heard at the Final Approval Hearing and shall be forever barred from making any objection to the Settlement.

77. Within seven (7) days after the deadline for opt-out as set forth in this Paragraph and as approved by the Court, the Settlement Administrator shall furnish to counsel for the Parties a complete list of all timely and valid requests for exclusion. In the event that within seven (7) days after receipt of the list from the Settlement Administrator, there have been more than seventy-five (75) Opt-Outs (exclusions), Defendants may, by notifying Class Counsel in writing, void this Agreement. If Defendants void the Agreement pursuant to this Paragraph, Defendants shall be obligated to pay all settlement expenses already incurred, excluding any attorneys’ fees, costs, and expenses of Class Counsel and service awards.

## **X. DUTIES OF THE SETTLEMENT ADMINISTRATOR**

78. **Duties of Settlement Administrator.** The Settlement Administrator shall perform the functions and duties necessary to effectuate the Settlement and as specified in this Agreement, including, but not limited to, the following:

- a. Creating, administering, and overseeing the Settlement Fund;
- b. Obtaining the Settlement Class List for the purpose of disseminating Notice to Settlement Class Members;
- c. Performing National Change of Address searches and/or skip tracing on the Settlement Class List;

- d. Providing Notice to Settlement Class Members via U.S. mail and electronic mail;
- e. Establishing and maintaining the Settlement Website;
- f. Establishing and maintaining a toll-free telephone line for Settlement Class Members to call with Settlement-related inquiries, and answering the questions of Settlement Class Members who call with or otherwise communicate such inquiries within one (1) business day;
- g. Responding to any mailed or emailed Settlement Class Member inquiries within one (1) business day;
- h. Reviewing, determining the validity of, and processing all claims submitted by Settlement Class Members;
- i. Receiving Requests for Exclusion and objections from Settlement Class Members and providing Class Counsel and Defendants' Counsel a copy thereof no later than three (3) days following the deadline for submission of the same. If the Settlement Administrator receives any Requests for Exclusion, objections, or other requests from Settlement Class Members after the Opt-Out and Objection Deadlines, the Settlement Administrator shall promptly provide copies thereof to Class Counsel and Defendants' Counsel;
- j. After the Effective Date, processing and transmitting settlement payments to Settlement Class Members;
- k. Providing weekly or other periodic reports to Class Counsel and Defendants' Counsel that include information regarding the number of settlement electronic payments and/or checks mailed and delivered, electronic payments and/or settlement checks cashed, undeliverable information, and any other requested information relating to settlement payments. The Settlement Administrator shall also, as requested by Class Counsel or Defendants' Counsel and from time to time, provide the amounts remaining in the Net Settlement Fund;
- l. In advance of the Final Approval Hearing, preparing an affidavit to submit to the Court that: (i) attests to implementation of Notice in accordance with the Preliminary Approval Order; and (ii) identifies each Settlement Class Member who timely and properly submitted a Request for Exclusion; and
- m. Performing any function related to settlement administration as provided for in this Agreement or at the agreed-upon instruction of Class Counsel or Defendants' Counsel, including, but not limited to, verifying that settlement payments have been distributed.

79. **Limitation of Liability.** The Parties, Class Counsel, Defendants' Counsel, and Defendants' insurers and reinsurers, shall not have any liability whatsoever with respect to (i) any act, omission or determination of the Settlement Administrator, or any of its respective designees



or agents, in connection with the administration of the Settlement or otherwise; (ii) the management, investment, or distribution of the Settlement Fund; (iii) the formulation, design or terms of the disbursement of the Settlement Fund; (iv) the determination, administration, calculation, or payment of any claims asserted against the Settlement Fund; (v) any losses suffered by or fluctuations in the value of the Settlement Fund; or (vi) the payment or withholding of any Taxes and Tax-Related Expenses.

80. **Indemnification.** The Settlement Administrator shall indemnify and hold harmless the Parties, Class Counsel, Defendants' Counsel, and Defendants' insurers and reinsurers for (i) any act or omission or determination of the Settlement Administrator, or any of the Settlement Administrator's designees or agents, in connection with the Notice Plan and the administration of the Settlement; (ii) the management, investment, or distribution of the Settlement Fund; (iii) the formulation, design, or terms of the disbursement of the Settlement Fund; (iv) the determination, administration, calculation, or payment of any claims asserted against the Settlement Fund; (v) any losses suffered by, or fluctuations in the value of the Settlement Fund; or (vi) the payment or withholding of any Taxes and Tax-Related Expenses.

## **XI. PRELIMINARY APPROVAL, FINAL APPROVAL, AND JURISDICTION**

81. **Certification of the Settlement Class.** For purposes of this Settlement only, the Parties stipulate to the certification of the Settlement Class, which is contingent upon the Court entering the Final Approval Order and Judgment of this Settlement and the occurrence of the Effective Date. Should: (1) the Settlement not receive final approval from the Court, or (2) the Effective Date not occur, the certification of the Settlement Class shall be void. Defendants reserve the right to contest class certification for all other purposes. The Parties further stipulate to designate the Class Representatives as the representatives for the Settlement Class.

82. **Preliminary Approval.** Following execution of this Agreement, Class Counsel shall file a motion for preliminary approval of this Settlement with the Court. Class Counsel shall provide Defendants' counsel with a draft of the motion for preliminary approval within a reasonable time frame prior to filing same to ensure that there are no requested revisions from Defendants.

83. **Final Approval.** Class Counsel shall move the Court for a Final Approval Order and Judgment of this Settlement, to be issued following the Final Approval Hearing; within a reasonable time after the Notice Deadline, Objection Deadline, and Opt-Out Deadline; and at least 90 days after Class Counsel notifies the appropriate government officials of this Settlement Agreement pursuant to the Class Action Fairness Act of 2005, 28 U.S.C. § 1715. In connection with the motion for preliminary approval, counsel for the parties shall request that the Court set a date for the Final Approval Hearing that is no earlier than 120 days after entry of the Preliminary Approval Order. Class Counsel shall provide Defendants' counsel with a draft of the motion for final approval within a reasonable time frame prior to filing same to ensure that there are no requested revisions from Defendants.

84. **Jurisdiction.** The Court shall retain jurisdiction over the implementation, enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any

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

## **XII. MODIFICATION AND TERMINATION**

85. **Modification.** The terms and provisions of this Agreement may be amended, modified, or expanded by written agreement of the Parties and approval of the Court; provided, however, that, after entry of the Preliminary Approval Order, the Parties may, by written agreement, effect such amendments, modifications, or expansions of this Agreement and its implementing documents (including all exhibits hereto) without further notice to the Settlement Class or approval by the Court if such changes are consistent with the Court's Preliminary Approval Order and do not materially alter, reduce, or limit the rights of Settlement Class Members under this Agreement.

86. **Termination.** Class Counsel (on behalf of the Settlement Class Members) and Defendant shall have the right to terminate this Agreement by providing written notice of their or its election to do so ("Termination Notice"): (1) within seven (7) days of either of the following: (a) the Court's refusal to grant preliminary approval of the Settlement in any material respect; or (b) Defendants' receipt of the opt-out list from the Settlement Administrator that includes more than seventy-five (75) Opt-Outs which right may be exercised solely by Defendants as set forth above in Paragraph 75; or (2) within fourteen (14) days of either of the following: (a) the Court's refusal to enter the Judgment in any material respect, or (b) the date upon which the Judgment is modified or reversed in any material respect by any appellate or other court.

87. **Effect of Termination.** In the event of a termination as provided in Paragraph 86, this Agreement shall be considered null and void; all of the Parties' obligations under the Agreement shall cease to be of any force and effect and the Parties shall return to the status quo ante in the Action as if the Parties had not entered into this Agreement. In addition, in the event of such a termination, all of the Parties' respective pre-Settlement claims and defenses will be preserved.

## **XIII. RELEASES**

88. **The Release.** Upon the Effective Date, and in consideration of the Settlement benefits described herein, each Releasing Party shall be deemed to have released, acquitted, and forever discharged Defendant and each of the Released Parties from any and all Released Claims.

89. **Unknown Claims.** The Released Claims include the release of Unknown Claims. "Unknown Claims" means claims that could have been raised in the Action and that Plaintiffs, any member of the Settlement Class or any Releasing Party, do not know or suspect to exist, which, if

known by him, her, or it, might affect his, her, or its agreement to release the Released Parties or the Released Claims or might affect his, her, or its decision to agree, object, or not to object to the Settlement. Upon the Effective Date, Plaintiffs, the Settlement Class, and any Releasing Party shall be deemed to have, and shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code, which provides as follows:

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

Upon the Effective Date, each of the Releasing Parties shall be deemed to have, and shall have, waived any and all provisions, rights and benefits conferred by any law of any state, the District of Columbia or territory of the United States, by federal law, or principle of common law, or the law of any jurisdiction outside of the United States, which is similar, comparable or equivalent to Section 1542 of the California Civil Code. Class Representatives, the Settlement Class, and the Releasing Parties acknowledge that they may discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of the Release, but that it is their intention to finally and forever settle and release the Released Claims, including but not limited to any Unknown Claims they may have, as that term is defined in this Paragraph.

90. **Bar to Future Suits.** Upon entry of the Final Approval Order and Judgment, the Class Representatives and other Settlement Class Members shall be enjoined from prosecuting any claim they have released in the preceding paragraphs in any proceeding against any of the Released Parties or based on any actions taken by any of the Released Parties that are authorized or required by this Agreement or by the Final Approval Order. It is further agreed that the Settlement may be pleaded as a complete defense to any proceeding subject to this section.

#### **XIV. SERVICE AWARD PAYMENT**

91. **Service Award Payment.** At least thirty (30) days before the Opt-Out and Objection Deadlines, Class Counsel will file a motion seeking a service award payment not to exceed Three Thousand Five Hundred Dollars and Zero Cents (\$3,500.00) for each of the Class Representatives, for a total of Seven Thousand Dollars and Zero Cents (\$7,000.00), in recognition of their contributions to this Action, subject to Court approval. The Settlement Administrator shall make the Service Award Payment to the Class Representative from the Settlement Fund. Such Service Award Payment shall be paid by the Settlement Administrator, in the amount approved by the Court, no later than thirty (30) days after the Effective Date.

92. **No Effect on Agreement.** In the event the Court declines to approve, in whole or in part, the payment of service awards in the amount requested, the remaining provisions of this Agreement shall remain in full force and effect. No decision by the Court, or modification or

reversal or appeal of any decision by the Court, concerning the amount of the service awards shall constitute grounds for termination of this Agreement.

**XV. ATTORNEYS' FEES, COSTS, EXPENSES**

93. **Attorneys' Fees and Costs and Expenses.** At least thirty (30) days before the Opt-Out and Objection Deadlines, Class Counsel will file a motion for an award of attorneys' fees and litigation costs and expenses not to exceed thirty percent (30%) of the Settlement Fund, or One Hundred Thirty Thousand Five Hundred Dollars and Zero Cents (\$130,500.00) to be paid from the Settlement Fund, and subject to Court approval. Fee Award and Costs shall be paid by the Settlement Administrator from the Settlement Fund, in the amount approved by the Court, no later than thirty (30) days after the Effective Date.

94. **Allocation.** To the extent applicable, and unless otherwise ordered by the Court, Class Counsel shall have the sole and absolute discretion to allocate any approved Fee Award and Costs amongst Plaintiffs' counsel and any other attorneys for Plaintiffs. Defendants and their insurers and reinsurers shall have no liability or other responsibility for allocation of any such attorneys' fees and costs.

95. **No Effect on Agreement.** In the event the Court declines to approve, in whole or in part, the payment of attorneys' fees and costs and expenses in the amount requested, the remaining provisions of this Agreement shall remain in full force and effect. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the amount of the attorneys' fees and costs shall constitute grounds for termination of this Agreement.

**XVI. NO ADMISSION OF LIABILITY**

96. **No Admission of Liability.** The Parties understand and acknowledge that this Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties either previously or in connection with the negotiations or proceedings connected with this Agreement shall be deemed or construed to be an admission of the truth or falsity of any claims or defenses heretofore made, or an acknowledgment or admission by any party of any fault, liability, or wrongdoing of any kind whatsoever.

97. **No Use of Agreement.** Neither the Settlement Agreement, nor any act performed or document executed pursuant to or in furtherance of the Settlement: (i) is or may be deemed to be, or may be used as, an admission of, or evidence of, the validity of any claim made by Plaintiffs; or (ii) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission by Defendants in the Action or in any proceeding in any court, administrative agency or other tribunal.

**XVII. MISCELLANEOUS**

98. **Integration of Exhibits.** The exhibits to this Agreement and any exhibits thereto are a material part of the Settlement and are incorporated and made a part of the Agreement.



99. **Entire Agreement.** This Agreement, including all exhibits hereto, shall constitute the entire Agreement among the Parties with regard to the subject matter hereof and shall supersede any previous agreements, representations, communications, and understandings among the Parties. This Agreement may not be changed, modified, or amended except in writing signed by all Parties, subject to Court approval. The Parties contemplate that, subject to Court approval or without such approval where legally permissible, the exhibits to this Agreement may be modified by subsequent Agreement of counsel for the Parties prior to dissemination of the Settlement Class Notice to the Settlement Class.

100. **Deadlines.** If any of the dates or deadlines specified herein falls on a weekend or legal holiday, the applicable date or deadline shall fall on the next business day. All reference to “days” in this agreement shall refer to calendar days unless otherwise specified.

101. **Singular and Plurals.** As used in this Agreement, all references to the plural shall also mean the singular and to the singular shall also mean the plural whenever the context so indicates.

102. **Headings.** The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

103. **Construction.** For the purpose of construing or interpreting this Agreement, the Parties agree that this Agreement is to be deemed to have been drafted equally by all Parties hereto and shall not be construed strictly for or against any Party.

104. **Cooperation of Parties.** The Parties to this Agreement agree to cooperate in good faith to prepare and execute all documents, to seek Court approval, defend Court approval, and to do all things reasonably necessary to complete and effectuate the Settlement described in this Agreement.

105. **Obligation to Meet and Confer.** Before filing any motion in the Court raising a dispute arising out of or related to this Agreement, the Parties shall consult with each other and certify to the Court that they have consulted in good faith.

106. **No Conflict Intended.** Any inconsistency between the headings used in this Agreement and the text of the paragraphs of this Agreement shall be resolved in favor of the text.

107. **Governing Law.** The Agreement shall be construed in accordance with, and be governed by, the laws of the State of New York, without regard to the principles thereof regarding choice of law.

108. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, even though all signatories do not sign the same counterparts. Original signatures are not required. Any signature submitted electronically, by facsimile, or through e-mail of an Adobe PDF shall be deemed an original.

109. **Notices.** All notices to Class Counsel provided for herein, shall be sent by overnight mail and email to:

Kiley L. Grombacher  
**BRADLEY GROMBACHER LLP**  
31365 Oak Crest Drive, Suite 24  
Westlake Village, California 91361  
kgrombacher@bradleygrombacher.com

Brian P. Murray  
**GLANCY PRONGAY & MURRAY LLP**  
230 Park Avenue, Suite 358  
New York, New York 10169  
bmurray@glancylaw.com

All notices to Defendants provided for herein, shall be sent by overnight mail and email to:

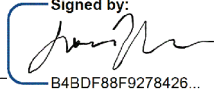
Brian E. Middlebrook  
John T. Mills  
**GORDON REES SCULLY MANSUKHANI, LLP**  
One Battery Park Plaza  
New York, New York 10004  
bmiddlebrook@grsm.com  
jtmills@grsm.com

The notice recipients and addresses designated above may be changed by written notice.

110. **Authority.** Any person executing this Agreement in a representative capacity represents and warrants that he or she is fully authorized to do so and to bind the Party on whose behalf he or she signs this Agreement to all of the terms and provisions of this Agreement.

**SIGNATURES**

**JADYN NEWMAN**

Signed by:  
By:  \_\_\_\_\_  
B4BDF88F9278426...


Date: 9/20/2024

**RICHARD Z. TOLEDO**

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

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

**BRADLEY GROMBACHER LLP**  
*Counsel for Plaintiffs and the Class*

By:  \_\_\_\_\_  
Kiley Grombacher

Date: 9/20/2024

109. **Notices.** All notices to Class Counsel provided for herein, shall be sent by overnight mail and email to:

Kiley L. Grombacher  
**BRADLEY GROMBACHER LLP**  
31365 Oak Crest Drive, Suite 24  
Westlake Village, California 91361  
kgrombacher@bradleygrombacher.com

Brian P. Murray  
**GLANCY PRONGAY & MURRAY LLP**  
230 Park Avenue, Suite 358  
New York, New York 10169  
bmurray@glancylaw.com

All notices to Defendants provided for herein, shall be sent by overnight mail and email to:

Brian E. Middlebrook  
John T. Mills  
**GORDON REES SCULLY MANSUKHANI, LLP**  
One Battery Park Plaza  
New York, New York 10004  
bmiddlebrook@grsm.com  
jtmills@grsm.com

The notice recipients and addresses designated above may be changed by written notice.

110. **Authority.** Any person executing this Agreement in a representative capacity represents and warrants that he or she is fully authorized to do so and to bind the Party on whose behalf he or she signs this Agreement to all of the terms and provisions of this Agreement.

**SIGNATURES**

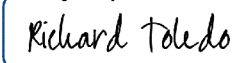
**JADYN NEWMAN**

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

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

**RICHARD Z. TOLEDO**

Signed by:

By:  \_\_\_\_\_  
1CFFA92F563A4B7...

Date: 9/20/2024

**BRADLEY GROMBACHER LLP**  
*Counsel for Plaintiffs and the Class*

By: \_\_\_\_\_  
Kiley Grombacher

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

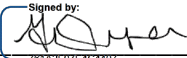
**GLANCY PRONGAY & MURRAY LLP**

*Counsel for Plaintiffs and the Class*

By: Brian Murray  
Brian Murray

Date: September 20, 2024

**AUDIENCEVIEW TICKETING CORPORATION**

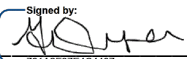
By: 

Date: September 20, 2024 | 9:48 AM PDT

Name: Gord Dyer

Title: cfo

**UNIVERSITYTICKETS.COM, INC.**

By: 


Date: September 20, 2024 | 9:48 AM PDT

Name: Gord Dyer

Title: cfo

**GORDON REES SCULLY MANSUKHANI, LLP**

*Counsel for Defendants (as to form only)*

By:   
John Mills

Date: September 20, 2024 | 8:00 AM PDT



**EXHIBIT 1**

**IF YOU WERE NOTIFIED BY AUDIENCEVIEW TICKETING CORPORATION  
REGARDING THE FEBRUARY 2023 DATA INCIDENT, YOU MAY BE ELIGIBLE  
FOR PAYMENT FROM A CLASS ACTION SETTLEMENT.**

*Si desea recibir esta notificación en español, llámenos o visite nuestra página web.*

A settlement has been reached in a class action lawsuit against AudienceView Ticketing Corporation and UniversityTickets.com, Inc. (“Defendants”) relating to a cyberattack against AudienceView Ticketing Corporation’s computer systems that occurred in or around February 2023 (the “Data Incident”). The systems possibly affected by the Data Incident contained payment card information of certain individuals. The Plaintiffs claim that Defendants were responsible for the Data Incident. Defendants deny all of the claims.

**WHO IS INCLUDED?** Defendants’ records show you received a notification from Defendants regarding the Data Incident, and, therefore, you are included in this Settlement as a “Settlement Class Member” unless you opt out of the Settlement.

**SETTLEMENT BENEFITS.** The Settlement provides payments to people who submit valid claims for out-of-pocket expenses (up to \$5,000) and lost time (up to 4 hours at \$25/hour). The Settlement also provides an option for Settlement Class Members to submit a claim for an alternative cash payment estimated to be \$75. Defendants also represent that they have adopted and implemented additional security measures following the Data Incident to further strengthen the security of their systems. **The only way to receive a benefit is to file a claim. To get a Claim Form, visit the website or call [PHONE NUMBER]. The claim deadline is [60 days from Notice Date].**

**OPT OUT.** If you do not want to be legally bound by the Settlement, you must exclude yourself. A more detailed notice is available to explain how to exclude yourself. You must mail your exclusion request, postmarked no later than **[60 days from Notice Deadline]**, to the Settlement Administrator. You cannot exclude yourself by phone or email. If you exclude yourself from the Settlement, you will receive no benefits under the Settlement and will not be legally bound by the Court’s judgments related to the Settlement Class and Defendants in this class action.

**OBJECT.** If you stay in the Settlement, you may object to it by **[60 days from Notice Deadline]**, if you do not agree with any part of it. A more detailed notice is available to explain how to object. You must mail your written objection to the Settlement Administrator, postmarked no later than **[60 days from Notice Deadline]**. You can object only if you stay in the Settlement Class.

**OTHER OPTIONS.** If you do nothing, you will remain in the Settlement Class, you will not be eligible for benefits, and you will be bound by the decisions of the Court and give up your rights to sue Defendant for the claims resolved by this Settlement.

**FOR MORE INFORMATION.** Please visit the website or call **[phone number]** for a copy of the more detailed notice. On **Month Day, 2024**, the Court will hold a Final Approval Hearing to determine whether to approve the Settlement, Class Counsel’s request for attorneys’ fees up to \$130,500 and for service awards of up to \$3,500 for each of the Class Representatives for a total of \$7,000. The Motion for attorneys’ fees and expenses and service awards will be posted on the website after it is filed. You or your own lawyer, if you have one, may ask to appear and speak at the hearing at your own cost, but you do not have to. This is only a summary. For more information, call or visit the website below.

[insert website]

[insert phone number]

**EXHIBIT 2**

**UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK**

*Newman et al. v. AudienceView Ticketing Corporation et al.*, Case No. 1:23-cv-03764-VEC

**If AudienceView Ticketing Corporation notified you of a Data Incident in or around February 2023, you may be eligible for a payment from a class action settlement.**

*A court authorized this Notice. This is not a solicitation from a lawyer.*

*Si necesita ayuda en español, comuníquese con el administrador al [settlement admin phone #].*

- You may be eligible to receive a payment from a proposed Four Hundred Thirty-Five Thousand Dollars and Zero Cents (\$435,000.00) non-reversionary class action settlement (the “Settlement Fund”).
- A Settlement has been reached in a class action lawsuit against AudienceView Ticketing Corporation and UniversityTickets.com, Inc. (“Defendants”) concerning a data security incident that occurred in or around February 2023 (the “Data Incident”).
- The lawsuit is called *Newman et al. v. AudienceView Ticketing Corporation et al.*, Case No. 1:23-cv-03764-VEC (the “Action”). The lawsuit alleges that the Data Incident potentially exposed certain payment card information of Plaintiffs and the members of the putative class.
- The Settlement Class includes all individuals who were sent notification by Defendants that their personal information was or may have been compromised in the Data Incident.
- Eligible claimants under the Settlement Agreement will be eligible to receive:
  - Reimbursement for the actual amount of unreimbursed out-of-pocket expenses up to \$5,000, with supporting documentation of the monetary losses;
  - Compensation of up to \$100 (4 hours at \$25 per hour) for time spent dealing with fraud, identity theft, or other alleged misuse of your personal information that is fairly traceable to the Data Incident; or

An Alternative Cash Payment of \$75.

- Your legal rights are affected regardless of whether you act. Please read this notice carefully.

**YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT**

**SUBMIT A CLAIM  
FORM**

This is the only way you may receive benefits from this Settlement. The deadline to submit a Claim Form is **[60 days from Notice Deadline]**.

<b>EXCLUDE YOURSELF FROM THE SETTLEMENT</b>	You will receive no payment, but you will retain any rights you currently have with respect to Defendant and the issues in this case. The deadline to exclude yourself from the Settlement is <b>[60 days from Notice Deadline]</b> .
<b>OBJECT TO THE SETTLEMENT</b>	Write to the Settlement Administrator explaining why you do not agree with the Settlement. The deadline to object is <b>[60 days from Notice Deadline]</b> .
<b>ATTEND THE FINAL APPROVAL HEARING</b>	You or your attorney may attend and speak about your objection at the Final Approval Hearing. The Final Approval Hearing will be held on <b>[_____]</b> , 2024.
<b>DO NOTHING</b>	You will not get any benefits from the Settlement and you will give up certain legal rights. You will remain in the Settlement Class and be subject to the Release.

- These rights and options, and the deadlines to exercise them, are explained in this Notice. For complete details, please see the Settlement Agreement, whose terms control, available at **[insert website]**.
- The Court in charge of this case still has to decide whether to approve the Settlement. No Settlement benefits or payments will be provided unless the Court approves the Settlement and it becomes final.

### **BASIC INFORMATION**

#### **1. What is this Notice and why should I read it?**

The Court authorized this Notice to inform you about a proposed Settlement with Defendants. You have legal rights and options that you may act on before the Court decides whether to approve the proposed Settlement. This Notice explains the lawsuit, the Settlement, and your legal rights.

The case is called *Newman et al. v. AudienceView Ticketing Corporation et al.*, Case No. 1:23-cv-03764-VEC.

#### **2. What is a class action lawsuit?**

A class action is a lawsuit in which one or more plaintiffs—in this case, Plaintiffs and Class Representatives Jadyne Newman and Richard Z. Toledo—sues on behalf of a group of people who have similar claims. Together, this group is called a “Class” and consists of “Class Members.” In a class action, the court resolves the issues for all class members, except those who exclude themselves from the class.



## THE CLAIMS IN THE LAWSUIT AND THE SETTLEMENT

### 3. What is this lawsuit about?

Plaintiff claims that Defendants failed to implement and maintain reasonable security measures to adequately protect the payment card information in their possession and to prevent the Data Incident from occurring.

Defendants deny that they are liable for the claims made in the lawsuit and deny any allegations of wrongdoing. More information about the complaint in the lawsuit can be found on the Settlement Website at [\[insert website name\]](#).

### 4. Why is there a Settlement?

The Court has not decided whether the Plaintiffs or Defendants should win this case. Instead, both sides agreed to this Settlement. That way, they can avoid the uncertainty, risks, and expense of ongoing litigation, and Settlement Class Members will be eligible to get compensation now rather than years later—if ever. The Class Representatives and attorneys for the Settlement Class Members, called Class Counsel, agree the Settlement is in the best interests of the Settlement Class Members. The Settlement is not an admission of wrongdoing by the Defendants.

## WHO'S INCLUDED IN THE SETTLEMENT?

### 5. How do I know if I am in the Settlement Class?

You are part of the Settlement as a Settlement Class Member if you received a notification letter from AudienceView Ticketing Corporation stating that your payment card information was or may have been compromised in the Data Incident.

Settlement Class Members will have been mailed notice of their eligibility. If you are still not sure whether you are included, you can contact the Settlement Administrator by calling [\[insert settlement admin phone #\]](#), by emailing [\[insert settlement admin email\]](#), or by visiting the website [\[insert settlement admin website\]](#).

This Settlement Class does not include (1) the judges presiding over this Action and members of their direct families; (2) Defendants, their subsidiaries, parent companies, successors, predecessors, and any entity in which Defendants or their parents have a controlling interest and their current or former officers, directors, and employees; and (3) Settlement Class Members who submit a valid Request for Exclusion prior to the Opt-Out Deadline.

## THE SETTLEMENT BENEFITS

### 6. What does the Settlement provide?

Under the proposed Settlement, Defendants will pay (or cause to be paid) \$435,000 into a Settlement Fund. The Settlement Fund, plus interest accrued thereon, will pay notice and administration costs, Court-approved attorneys' fees and costs, Court-approved service awards for class representatives, and certain Settlement Fund taxes and tax expenses (the "Net Settlement Fund"). The Net Settlement Fund will be used to provide eligible Settlement Class Members with payments and benefits described below.<sup>1</sup>

**Reimbursement for Lost Time and Ordinary Out-of-Pocket Losses:** If you spent time responding to the Data Incident, you may be eligible to receive compensation for Lost Time. If you incurred financial losses that are fairly traceable to the Data Incident, you may be eligible to receive reimbursement for ordinary out-of-pocket losses.

**A. Attested Time:** A claim for reimbursement may also include a claim for up to 4 hours of time spent in response to the Data Incident. Lost Time will be compensated at \$25.00/hour and requires a brief description of the action taken in response to the Data Incident and the time associated with those actions.

**B. Out-of-Pocket Losses:** A claim for reimbursement may include, but is not limited to the following provided the expenses were incurred primarily as a result of the Data Incident: (i) unreimbursed costs, expenses, losses, or charges incurred as a result of identity theft or identity fraud or other possible misuse of class member's personal information; and/or (ii) other miscellaneous expenses incurred related to any Ordinary Out-of-Pocket Loss such as notary, fax, postage, copying, mileage, and long-distance telephone charges. Claims for ordinary out-of-pocket expenses or losses are subject to a \$5,000.00 cap, which is aggregated with a claim for attested time.

**Alternative Cash Payment:** In lieu of filing a claim for reimbursement of out-of-pocket losses, or attested time, all Settlement Class Members may file a claim for an alternative cash payment estimated at \$75.00. By filing a claim for an alternative cash payment, Settlement Class Members are giving up their right to file a claim for any other benefits made available under this settlement.

**Confirmatory Discovery:** Defendants have also agreed to provide documents and information to Class Counsel showing that they have taken data security measures to remedy the issues that led to the Data Security Incident and have implemented other business practices to help ensure information security.

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<sup>1</sup> If the benefits claimed by all Settlement Class Members meets or exceeds the amount of the Net Settlement Fund, then the payments and/or benefits for your Claim may be reduced *pro rata* by the Settlement Administrator so that the aggregate cost of all payments and benefits does not exceed the amount of the Net Settlement Fund.

For complete details, please see the Settlement Agreement, whose terms control, available at [\[insert settlement admin website\]](#).

## HOW TO GET BENEFITS

### 7. How do I make a Claim?

To qualify for a Settlement benefit, you must complete and submit a Claim Form.

Settlement Class Members who want to submit a Claim must fill out and submit a Claim Form online at [\[insert settlement admin website\]](#) or by mail to the Settlement Administrator. Claim Forms are available through the Settlement website at [\[insert settlement admin website\]](#) or by calling [\[insert settlement admin phone\]](#).

All Claim Forms must be submitted no later than [\[60 days after notice deadline\]](#).

### 8. When will I get my payment?

The hearing to consider the fairness of the Settlement is scheduled for [\[ \]](#), 2024. If the Court approves the Settlement, eligible Settlement Class Members whose claims were approved by the Settlement Administrator will be sent payment after all appeals and other reviews, if any, are completed. Please be patient.

## THE LAWYERS REPRESENTING YOU

### 9. Do I have a lawyer in this case?

Yes, the Court has appointed Kiley Grombacher of Bradley Gromacher LLP and Brian Murray of Glancy Prongay & Murray LLP as “Class Counsel” to represent you and all class members. You will not be charged for these lawyers. You can ask your own lawyer to appear in Court for you at your own expense if you want someone other than Class Counsel to represent you.

### 10. How will the lawyers be paid?

To date, Class Counsel has not received any payment for their services in conducting this litigation on behalf of the Class and have not been paid for their out-of-pocket expenses. Class Counsel will ask the Court for an award of attorneys’ fees not to exceed \$130,500.00 which were incurred in connection with the Action. Such sums as may be approved by the Court will be paid from the Settlement Fund.

Class Counsel will also request a service award of \$3,500.00 per Plaintiff, for a total of \$7,000.00, to be paid from the Settlement Fund.

The Court will determine the proper amount of any attorneys’ fees, costs, and expenses to award Class Counsel and the proper amount of any service awards to Plaintiffs.

Class Counsel will file their request for attorneys' fees, costs, and expenses and service awards for Plaintiffs with the Court, which will also be posted on the Settlement Website, at [\[insert settlement admin website\]](#).

## **YOUR RIGHTS AND OPTIONS**

### **11. What claims do I give up by participating in this Settlement?**

If you do not exclude yourself from the Settlement, you will not be able to sue Defendants about the Data Incident, and you will be bound by all decisions made by the Court in this case, the Settlement, and its included Release. This is true regardless of whether you submit a Claim Form. However, you may exclude yourself from the Settlement (*see* Question 14). If you exclude yourself from the Settlement, you will not be bound by any of the Released Claims, which are described in the Settlement Agreement at [\[insert settlement admin website\]](#).

### **12. What happens if I do nothing at all?**

If you do nothing, you will receive no benefits under the Settlement. You will be in the Settlement Class, and if the Court approves the Settlement, you will also be bound by all orders and judgments of the Court, the Settlement, and its included Release. You will be deemed to have participated in the Settlement and will be subject to the provisions of Section 11 above. Unless you exclude yourself, you won't be able to file a lawsuit or be part of any other lawsuit against Defendants for the claims or legal issues released in this Settlement.

### **13. What happens if I ask to be excluded?**

If you exclude yourself from the Settlement, you will receive no benefits under the Settlement. However, you will not be in the Settlement Class and will not be legally bound by the Court's judgments related to the Settlement Class and Defendants in this class action.

### **14. How do I ask to be excluded?**

You can ask to be excluded from the Settlement. To do so, you must send a written notification to the Settlement Administrator stating that you want to be excluded from the Settlement in *Newman et al. v. AudienceView Ticketing Corporation et al.*, Case No. 1:23-cv-03764-VEC. Your written notification must include: (1) the name of the proceeding; (2) your full name and current address; (3) your signature; and (4) the words "Request for Exclusion" or a comparable statement that you do not wish to participate in the Settlement at the top of the communication. You must mail your exclusion request, postmarked no later than [\[60 days after Notice Deadline\]](#), to the following address:

[\[settlement admin address\]](#)

You cannot exclude yourself by phone or email. Any individual who wants to be excluded from the Settlement must submit his or her own exclusion request. No group opt-outs shall be permitted.

### **15. If I don't exclude myself, can I sue Defendants for the same thing later?**

No. Unless you exclude yourself, you give up any right to sue Defendants for the claims or legal issues released in this Settlement, even if you do nothing.

### **16. If I exclude myself, can I get anything from this Settlement?**

No. If you exclude yourself, do not submit a Claim Form to ask for any benefits.

### **17. How do I object to the Settlement?**

If you do not exclude yourself from the Settlement Class, you can object to the Settlement if you do not agree with any part of it. You can give reasons why you think the Court should deny approval by filing an objection. To object, you must mail a written objection to the Settlement Administrator stating that you object to the Settlement in *Newman et al. v. AudienceView Ticketing Corporation et al.*, Case No. 1:23-cv-03764-VEC.

The objection must be in writing and be personally signed by you. The objection must include: (i) the name of the proceedings; (ii) the Settlement Class Member's full name, current mailing address, and telephone number; (iii) a statement that states with specificity the grounds for the objection, as well as any documents supporting the objection; (iv) a statement as to whether the objection applies only to the objector, to a specific subset of the class, or to the entire class; (v) the identity of any attorneys representing the objector; (vi) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing; (vii) a list of all other matters in which the objecting Settlement Class Member and/or his/her attorney has lodged an objection to a class action settlement; and (viii) the signature of the Settlement Class Member or the Settlement Class Member's attorney.

You must mail your objection to the Settlement Administrator at **[insert address]**, postmarked no later than **[60 days after the notice deadline]**.

### **18. What's the difference between objecting and excluding myself from the Settlement?**

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



## THE COURT'S FINAL APPROVAL HEARING

### 19. When and where will the Court hold a hearing on the fairness of the Settlement?

The Court will hold the Final Approval Hearing on **[Insert Hearing Date]** at the Courthouse located at **[Insert Address or Videoconference Information]**. The purpose of the hearing is for the Court to determine whether the Settlement is fair, reasonable, adequate, and in the best interests of the Settlement Class. At the hearing, the Court will hear any objections and arguments concerning the fairness of the proposed Settlement, including those related to the amount requested by Class Counsel for attorneys' fees, costs, and expenses and the service awards to Plaintiffs.

The location, date and time of the Final Approval Hearing are subject to change by Court order. Any changes will be posted at the Settlement Website, **[insert website]**, or through the Court's publicly available docket. You should check the Settlement Website to confirm the date and time have not been changed.

### 20. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may have. But you are welcome to attend the hearing at your own expense. If you send an objection, you don't have to come to Court to talk about it. If your written objection was filed or mailed on time and meets the other criteria described in the Settlement, the Court will consider it. However, you may appear on your behalf or pay a lawyer to attend on your behalf to assert your objection if you would like.

### 21. May I speak at the hearing?

Yes. If you do not exclude yourself from the Settlement Class, you (or your attorney) may appear and speak at the Final Approval Hearing concerning any part of the proposed Settlement.

## GETTING MORE INFORMATION

### 22. Where can I get additional information?

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement, which is available at **[website]** or by writing to AudienceView Ticketing Data Incident Settlement Administrator, **[address for settlement admin]**.

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

**[insert website, phone number, and email for settlement admin]**

**PLEASE DO NOT CALL THE COURT, THE CLERK OF THE COURT, THE JUDGE, OR THE DEFENDANTS WITH QUESTIONS ABOUT THE SETTLEMENT OR CLAIMS PROCESS.**

**EXHIBIT 3**

**CLAIM FORM**

**USE THIS FORM TO MAKE A CLAIM FOR LOST TIME PAYMENTS AND OUT-OF-POCKET EXPENSES PAYMENTS OR ALTERNATIVE CASH PAYMENT**

**For more information, call 1-888-888-8888 or visit the website [www.xxxx.com](http://www.xxxx.com)**

**The DEADLINE to submit this Claim Form online (or mail it postmarked) is**

**[XXXX XX, 202X]**

This claim form should be filled out online or submitted by mail if you received a notification from AudienceView Ticketing Corporation that your payment card information was or may have been compromised in the data security incident in or about February 2023 (the "Data Incident"), and you had out-of-pocket losses or lost time spent dealing with the Data Incident, or you wish to claim an alternative cash payment in lieu of any other benefits that may be available under the settlement. You may get a check or electronic payment if you fill out this claim form, if the settlement is approved, and if you are found to be eligible for a payment. The Settlement establishes a \$435,000 fund to compensate Settlement Class Members for their lost time and out-of-pocket losses as well as for the costs of notice and administration, certain taxes, service award payments, and attorney fee awards and costs as awarded by the Court.

The settlement notice describes your legal rights and options. Please visit the official settlement administration website, [\[website name\]](#), or call [\[insert settlement admin phone number\]](#) for more information.

If you wish to submit a claim for a settlement payment, you need to provide the information requested below. Please print clearly in blue or black ink. The **DEADLINE** to submit this claim form online (or have it postmarked for mailing) is **[insert date 60 days from Notice Deadline]**.

*Si necesita ayuda en español, comuníquese con el administrador al [\[insert settlement admin phone number\]](#).*

**1. CLASS MEMBER INFORMATION (ALL INFORMATION IS REQUIRED):**

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

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

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

**2. PAYMENT ELIGIBILITY INFORMATION.**

Please review the notice and Section III through V of the Settlement Agreement (available at [\[website name\]](#)) for more information on who is eligible for a payment and the nature of the expenses or losses that can be claimed. Please provide as much information as you can to help us figure out if you are entitled to a settlement payment.

PLEASE PROVIDE THE INFORMATION LISTED BELOW:

Check the box for each category of benefits you would like to claim. Categories include out-of-pocket losses that you had to pay as a result of the Data Incident, time you had to spend dealing with the effects of the Data Incident, and up to one year of credit monitoring and identity protection services. Alternatively, you may claim an alternative cash payment in lieu of any other benefits that may be available under this settlement.

Please be sure to fill in the total amount you are claiming for each category and to attach documentation of the charges as described in bold type (if you are asked to provide account statements as part of proof required for any part of your claim, you may mark out any unrelated transactions if you wish).

a. Out-of-Pocket Losses Resulting from the Data Incident:

\_\_\_\_\_ I incurred unreimbursed charges as a result of the Data Incident.

Examples - unreimbursed costs, expenses, losses or charges incurred as a result of identity theft or identity fraud, or other possible misuse of your information; and/or other miscellaneous expenses incurred such as notary, fax, postage, copying, mileage and long-distance telephone charges that were incurred on or after February 14, 2023 through **[60 days after notice deadline]**

Total amount for this category \$ \_\_\_\_\_

***If you are seeking reimbursement for fees, expenses, or charges, please attach a copy of a statement from the company that charged you, or a receipt for the amount you incurred.***

***If you are seeking reimbursement, please attach a copy of a receipt or other proof of purchase. (Note: By claiming reimbursement in this category, you certify that you incurred this cost primarily because of the Data Incident and not for any other purpose).***

Supporting documentation must be provided. You may mark out any transactions that are not relevant to your claim before sending in the documentation.

b. Between one and four hours of documented time spent dealing with the Data Incident:

\_\_\_\_\_ I certify that I spent time dealing with the effects of the Data Incident.

Examples – You spent valuable time calling customer service lines, writing letters or emails, or on the Internet in order to get fraudulent charges reversed or in updating automatic payment programs because your card number changed.

I certify that I spent the following amount of time in response to the Data incident:

\_\_\_\_\_ hour(s)                      \_\_\_\_\_ minute(s)

Please describe the time spent dealing with the effects of the Data Incident:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

c. In lieu of any other benefits above, claim an alternative cash payment of \$75.00:

\_\_\_\_\_ I would like to claim an alternative cash payment.

The Settlement provides for an alternative cash payment to any class member who timely claims it. This is in lieu of any other benefits which may be available under the settlement outlined above.

**\*\*\*If you file a claim for an alternative cash payment you cannot file a claim for any other benefits under (a) through (b) above.**

\_\_\_\_\_ **Check here if you would like to receive payment for your approved claim, if any, via electronic means.**



3. SIGN AND DATE YOUR CLAIM FORM.

I declare under penalty of perjury under the laws of the United States and the laws of my State of residence that the information supplied in this claim form by the undersigned is true and correct to the best of my recollection, and that this form was executed on the date set forth below.

I understand that I may be asked to provide supplemental information by the Settlement Administrator before my claim will be considered complete and valid.

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Signature Print Name Date

4. MAIL YOUR CLAIM FORM, OR SUBMIT YOUR CLAIM FORM ONLINE.

This claim form must be:

Postmarked by **[60 days after notice deadline]** and mailed to: **[insert address for settlement administrator]**; OR

Emailed by midnight on **[60 days after notice deadline]** to **[insert email for settlement administrator]**; OR

Submitted through the Settlement Website by midnight on **[60 days after notice deadline]** at: **[settlement administration website]**.

**EXHIBIT 4**

UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF NEW YORK

<p>JADYN NEWMAN, individually and on behalf of classes of similarly situated individuals,</p> <p style="text-align: center;">Plaintiffs,</p> <p style="text-align: center;">v.</p> <p>AUDIENCEVIEW TICKETING CORPORATION and UNIVERSITYTICKETS.COM, INC.,</p> <p style="text-align: center;">Defendants.</p>	<p>Case No.: 1:23-cv-03764-VEC</p> <p><b>[PROPOSED] PRELIMINARY APPROVAL ORDER</b></p>
<p>RICHARD Z. TOLEDO, individually and on behalf of classes of similarly situated individuals,</p> <p style="text-align: center;">Plaintiffs,</p> <p style="text-align: center;">v.</p> <p>AUDIENCEVIEW TICKETING CORPORATION and UNIVERSITYTICKETS.COM, INC.,</p> <p style="text-align: center;">Defendants.</p>	

**WHEREAS**, a consolidated class action is pending in this Court entitled *Newman et al. v. AudienceView Ticketing Corporation et al.*, Case No. 1:23-cv-03764-VEC (the “Action”);

**WHEREAS**, Plaintiffs JADYN NEWMAN and RICHARD Z. TOLEDO, individually and on behalf of all others similarly situated (collectively “Plaintiffs”) and Defendants AUDIENCEVIEW TICKETING CORPORATION and UNIVERSITYTICKETS.COM, INC. (“Defendants”) have entered into a Settlement Agreement (the “Settlement Agreement”) that

settles the above-captioned litigation and provides for a complete dismissal with prejudice of the claims asserted against Defendants in the above-captioned action (the “Action”) on the terms and conditions set forth in the Settlement Agreement, subject to the approval of the Court;

**WHEREAS**, Plaintiffs have made an application for an order, pursuant to Rule 23 of the Federal Rules of Civil Procedure, preliminarily approving the Settlement in accordance with the Settlement Agreement, certifying the Settlement Class for purposes of the Settlement only, appointing Plaintiffs as Class Representatives, appointing Class Counsel as counsel for the Settlement Class, appointing Eisner Advisory Group, LLC as Settlement Administrator, and allowing notice to Settlement Class Members as more fully described herein;

**WHEREAS**, the Court has read and considered: (a) Plaintiffs’ motion for preliminary approval of the Settlement, and the papers filed and arguments made in connection therewith; and (b) the Settlement Agreement and exhibits attached thereto; and

**WHEREAS**, unless otherwise defined herein, the capitalized terms herein shall have the same meaning as they have in the Settlement Agreement.

**NOW, THEREFORE, IT IS HEREBY ORDERED:**

1. **Class Certification for Settlement Purposes Only**. For settlement purposes only and pursuant to Fed. R. Civ. P. 23(b)(3) and (e), the Court certifies, solely for purposes of effectuating the proposed Settlement, a Settlement Class in this matter defined as follows:

All persons who were sent notification by AudienceView Ticketing Corporation that their payment card information was or may have been compromised in the Data Incident.

The Settlement Class includes approximately 13,045 people. The Settlement Class specifically excludes: (1) the judges presiding over this Action, and members of their direct families; (2) Defendants, their subsidiaries, parent companies, successors, predecessors, and any

entity in which Defendants or their parents have a controlling interest and their current or former officers, directors, and employees; and (3) Settlement Class Members who submit a valid Request for Exclusion prior to the Opt-Out Deadline.

2. **Class Findings**: The Court provisionally finds, for settlement purposes only, that: (a) the Settlement Class is so numerous that joinder of all Settlement Class Members would be impracticable; (b) there are issues of law and fact common to the Settlement Class; (c) the claims of the Class Representatives are typical of and arise from the same operative facts and seek similar relief as the claims of the Settlement Class Members; (d) the Class Representatives and Settlement Class Counsel will fairly and adequately protect the interests of the Settlement Class as the Class Representatives have no interests antagonistic to or in conflict with the Settlement Class and have retained experienced and competent counsel to prosecute this matter on behalf of the Settlement Class; (e) questions of law or fact common to Settlement Class Members predominate over any questions affecting only individual members; and (f) a class action and class settlement is superior to other methods available for a fair and efficient resolution of this controversy.

3. **Class Representatives and Settlement Class Counsel**: JADYN NEWMAN and RICHARD Z. TOLEDO are hereby provisionally designated and appointed as the Class Representatives. The Court provisionally finds that the Class Representatives are similarly situated to absent Settlement Class Members and therefore typical of the Settlement Class and that they will be adequate Class Representatives.

The Court finds that the following counsel are experienced and adequate counsel and are hereby provisionally designated as Settlement Class Counsel: Kiley Grombacher of Bradley Grombacher LLP and Brian Murray of Glancy Prongay & Murray LLP.



4. **Preliminary Settlement Approval.** The Court hereby preliminarily approves the Settlement, as embodied in the Settlement Agreement, as being fair, reasonable and adequate to the Settlement Class, subject to further consideration at the Final Approval Hearing to be conducted as described below. Pursuant to Rule 23(e)(1) of the Federal Rules of Civil Procedure, the Parties have shown that the Court will likely be able to approve the proposal under Rule 23(e)(2), which requires the Court to consider the following factors in determining whether a proposed settlement is fair, reasonable, and adequate:

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

For the purposes of preliminary approval, the Court finds: (a) Plaintiffs and Plaintiffs' Counsel have adequately represented the Settlement Class; (b) the Settlement is the result of arm's length negotiations conducted under the auspices of Hon. Morton Denlow (Ret.); (c) the relief provided is adequate when considering (i) the substantial costs, risks, and delay of continued litigation, (ii) the proposed method for processing Settlement Class Members' claims and distributing relief to eligible claimants is standard in data breach class action settlements and has been found to be effective in these types of settlements, and (iii) the conditions under which the

Parties may terminate the Settlement is standard and has no negative impact on the fairness of the Settlement; and (d) the Settlement treats Settlement Class Members equitably relative to one another.

5. **Final Approval Hearing.** A Final Approval Hearing shall be held at [REDACTED] : [REDACTED] .m. on [REDACTED], 2024, in the United States District Court for the Southern District of New York, at the Courthouse located at [REDACTED], [REDACTED], [REDACTED], [REDACTED] [by [REDACTED] videoconference] for the following purposes: (a) to determine whether the proposed Settlement on the terms and conditions provided for in the Settlement Agreement is fair, reasonable and adequate to the Settlement Class; (b) to determine whether a proposed Judgment substantially in the form annexed to the Settlement Agreement as Exhibit 5 should be entered dismissing the Action with prejudice against Defendant; (c) to determine whether the motion of Settlement Class Counsel for a Fee Award and Costs should be approved; (d) to determine whether the motion of the Class Representatives for Service Award Payment(s) should be approved; and (e) to consider any other matters that may be properly brought before the Court in connection with the Settlement. Notice of the Settlement and the Final Approval Hearing shall be given to the Settlement Class Members as set forth in Paragraph 7 of this Order.

6. The Court may adjourn the Final Approval Hearing without further notice to the Settlement Class Members, and may approve the proposed Settlement with such modifications as the Parties may agree to, if appropriate, without further notice to the Settlement Class Members.

7. **Retention of Claims Administrator and Manner of Giving Notice.** Class Counsel is hereby authorized to retain Eisner Advisory Group, LLC (the “Settlement Administrator”) to supervise and administer the notice procedure in connection with the proposed

Settlement as well as the processing of Claims as set out more fully below. Notice of the Settlement and the Final Approval Hearing shall be given as follows:

(a) Within ten (10) days of this Order, Defendant shall provide the Class Member Information List to the Settlement Administrator;

(b) As soon as practicable following entry of this Order, the Settlement Administrator shall establish the Settlement Website and Settlement Toll-Free Number as set forth in the Settlement Agreement;

(c) Within thirty (30) days of this Order, the Settlement Administrator shall disseminate the Short Form Notice via U.S. mail to all Settlement Class Members. At that time, the Settlement Administrator shall make the Long Form Notice and Claim Form available to Settlement Class Members on the Settlement Website.

8. **Approval of Form and Content of Notice.** The Court (a) approves, as to form and content, the Summary Notice, the long form Notice, and Claim Form attached to the Settlement Agreement as Exhibits 1, 2 and 3, and as modified by the Parties and filed with the Court on \_\_\_\_\_, 2024 (ECF No. \_\_\_\_\_), and (b) finds that the Notice provided to Settlement Class Members as set forth in the Settlement Agreement (i) is the best notice practicable under the circumstances; (ii) constitutes notice that is reasonably calculated, under the circumstances, to apprise the Settlement Class Members of the pendency of the Action, of the effect of the proposed Settlement (including the releases to be provided thereunder), of Class Counsel's request for Fee Award and Costs, of Class Representatives' request(s) for Service Award Payment(s), of their right to object to the Settlement, Class Counsel's request for Fee Award and Costs, and/or Class Representatives' request(s) for Service Award Payment(s), of their right to exclude themselves from the Settlement Class, and of their right to appear at the Final Approval Hearing; (iii)

constitutes due, adequate and sufficient notice to all persons entitled to receive notice of the proposed Settlement; and (iv) satisfies the requirements of Rule 23 of the Federal Rules of Civil Procedure, the United States Constitution (including the Due Process Clause), and all other applicable law and rules. The date and time of the Final Approval Hearing shall be included in the Notice before it is distributed.

9. **Participation in the Settlement.** Settlement Class Members who qualify for and wish to submit a Claim Form shall do so in accordance with the requirements and procedures specified in the Notice and the Claim Form, and must do so within sixty (60) days after the Notice is issued to the Settlement Class Members. If a Final Approval Order and Judgment is entered, all Settlement Class Members who qualify for any benefit under the Settlement but fail to submit a claim in accordance with the requirements and procedures specified in the Notice and the Claim Form shall be forever barred from receiving any such benefit, but will in all other respects be subject to and bound by the provisions in the Settlement Agreement, the Release included in that Settlement Agreement, and the Final Approval Order and Judgment.

10. **Claims Process and Distribution and Allocation Plan.** Class Representatives and Defendants have created a process for assessing and determining the validity and value of claims and a payment methodology to Settlement Class Members who submit a timely, valid Claim Form. The Court preliminarily approves the claims process described in the Settlement Agreement and directs that the Settlement Administrator effectuate the distribution of Settlement consideration according to the terms of the Settlement Agreement, should the Settlement be finally approved.

11. **Exclusion from Class.** Any Settlement Class Member who wishes to be excluded from the Settlement Class must mail a written notification of the intent to exclude himself or herself from the Settlement Class to the Settlement Administrator at the address provided in the Notice,

postmarked no later than **60 Days after the Notice Deadline** (the “Opt-Out Deadline”). The written notification must include the name of the proceeding, the individual’s full name, current address, personal signature, and the words “Request for Exclusion” or a comparable statement that the individual does not wish to participate in the Settlement at the top of the communication.

Any Settlement Class Member who does not timely and validly exclude himself or herself from the Settlement shall be bound by the terms of the Settlement Agreement. If a Final Approval Order and Judgment is entered, any Settlement Class Member who has not submitted a timely, valid written notice of exclusion from the Settlement Class shall be bound by all proceedings, orders, and judgments in this matter, including but not limited to the Release set forth in the Final Approval Order and Judgment, including Settlement Class Members who have previously initiated or who subsequently initiate any litigation against any or all of the Released Parties relating to the claims and transactions released in the Settlement Agreement. All Settlement Class Members who submit valid and timely notices of exclusion from the Settlement Class shall not be entitled to receive any benefits of the Settlement.

12. **Objections and Appearances**. No Settlement Class Member shall be heard, and no papers, briefs, pleadings, or other documents submitted by any Settlement Class Member shall be received and considered by the Court, unless the objection is mailed to the Settlement Administrator, post marked no later than **60 days after the notice deadline** as specified in the Notice and Paragraph 76 of the Settlement Agreement. For an objection to be considered by the Court, the objection must also include all of the information set forth in Paragraph 76 of the Settlement Agreement, which is as follows: (i) the name of the proceedings; (ii) the Settlement Class Member’s full name, current mailing address, and telephone number; (iii) a statement that states with specificity the grounds for the objection, as well as any documents supporting the

objection; (iv) a statement as to whether the objection applies only to the objector, to a specific subset of the class, or to the entire class; (v) the identity of any attorneys representing the objector; (vi) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing; (vii) a list of all other matters in which the objecting Settlement Class Member and/or his/her attorney has lodged an objection to a class action settlement; and (viii) the signature of the Settlement Class Member or the Settlement Class Member's attorney.

13. Any Settlement Class Member who fails to comply with the provisions in Paragraph 12 may waive and forfeit any and all rights he or she may have to object, and shall be bound by all the terms of the Settlement Agreement, this Order, and by all proceedings, orders, and judgments in this matter, including, but not limited to, the release in the Settlement Agreement if a Final Approval Order and Judgment is entered. If a Final Approval Order and Judgment is entered, any Settlement Class Member who fails to object in the manner prescribed herein shall be deemed to have waived his or her objections and shall be forever barred from making any such objections in this Action or in any other proceeding or from challenging or opposing, or seeking to reverse, vacate, or modify any approval of the Settlement Agreement, the motion for Service Award Payment(s), or the motion for Fee Award and Costs.

14. **Termination of Settlement.** This Order shall become null and void and shall be without prejudice to the rights of the Parties, all of whom shall be restored to their respective positions existing as of the date of the execution of the Settlement Agreement if the Settlement is not finally approved by the Court or is terminated in accordance with the Settlement Agreement. In such event, the Settlement and Settlement Agreement shall become null and void and be of no



further force and effect, and neither the Settlement Agreement nor the Court's orders, including this Order, relating to the Settlement shall be used or referred to for any purpose whatsoever.

15. **Use of Order.** This Order shall be of no force or effect if a Final Approval Order and Judgment is not entered or there is no Effective Date and shall not be construed or used as an admission, concession, or declaration by or against Defendant of any fault, wrongdoing, breach, liability, or the certifiability of any class. Nor shall this Order be construed or used as an admission, concession, or declaration by or against the Settlement Class Representative or any other Settlement Class Member that his or her claim lacks merit or that the relief requested is inappropriate, improper, unavailable, or as a waiver by any Party of any defense or claim he, she, or it may have in this litigation or in any other lawsuit.

16. **Stay of Proceedings and Temporary Injunction.** Until otherwise ordered by the Court, the Court stays all proceedings in the Action other than proceedings necessary to carry out or enforce the terms and conditions of the Settlement Agreement. Pending final determination of whether the Settlement should be approved, the Court bars and enjoins Plaintiffs, and all other members of the Settlement Class, from commencing or prosecuting any and all of the Released Claims against the Released Entities.

17. **Settlement Administration Fees and Expenses.** All reasonable costs incurred with notifying Settlement Class Members of the Settlement and administering the Settlement shall be paid as set forth in the Settlement Agreement. However, the costs of notice and administration shall not exceed [REDACTED] without further Order of the Court.

18. **Settlement Fund.** The contents of the Settlement Fund shall be deemed and considered to be *in custodia legis* of the Court, and shall remain subject to the jurisdiction of the

Court, until such time as funds shall be distributed pursuant to the Settlement Agreement and/or further order(s) of the Court.

19. **Taxes.** The Settlement Administrator is authorized and directed to prepare any tax returns and any other tax reporting form for or in respect to the Settlement Fund, to pay from the Settlement Fund any taxes owed with respect to the Settlement Fund, and to otherwise perform all obligations with respect to taxes and any reporting or filings in respect thereof without further order of the Court in a manner consistent with the provisions of the Settlement Agreement.

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

21. **Summary of Deadlines.** The preliminarily approved Settlement shall be administered according to its terms pending the Final Approval Hearing. Deadlines arising under the Settlement Agreement and this Order include but are not limited to:

**Notice Deadline:** 30 Days after Preliminary Approval Order

**Motions for Service Award Payment(s) and Attorneys' Fee Award and Costs:** 30 days after Notice Deadline

**Opt-Out Deadline:** 60 Days after Notice Date

**Objection Deadline:** 60 Days after Notice Date

**Claims Deadline:** 60 Days after Notice is sent to the Settlement Class

**Final Approval Hearing:** at least 110 Days after Preliminary Approval

IT IS SO ORDERED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

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Valerie E. Caproni  
United States District Judge

**EXHIBIT 5**

UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF NEW YORK

<p>JADYN NEWMAN, individually and on behalf of classes of similarly situated individuals,</p> <p>Plaintiffs,</p> <p>v.</p> <p>AUDIENCEVIEW TICKETING CORPORATION and UNIVERSITYTICKETS.COM, INC.,</p> <p>Defendants.</p>	<p>Case No.: 1:23-cv-03764-VEC</p> <p><b>[PROPOSED] FINAL APPROVAL ORDER AND JUDGMENT</b></p>
<p>RICHARD Z. TOLEDO, individually and on behalf of classes of similarly situated individuals,</p> <p>Plaintiffs,</p> <p>v.</p> <p>AUDIENCEVIEW TICKETING CORPORATION and UNIVERSITYTICKETS.COM, INC.,</p> <p>Defendants.</p>	

**WHEREAS**, a consolidated class action is pending in this Court entitled *Newman et al. v. AudienceView Ticketing Corporation et al.*, Case No. 1:23-cv-03764-VEC (the “Action”);

**WHEREAS**, Plaintiffs JADYN NEWMAN and RICHARD Z. TOLEDO, individually and on behalf of all others similarly situated (collectively “Plaintiffs”) and Defendants AUDIENCEVIEW TICKETING CORPORATION and UNIVERSITYTICKETS.COM, INC. (“Defendants”) have entered into a Settlement Agreement (the “Settlement Agreement”) that

settles the above-captioned litigation and provides for a complete dismissal with prejudice of the claims asserted against Defendants in the above-captioned action (the “Action”) on the terms and conditions set forth in the Settlement Agreement, subject to the approval of the Court;

**WHEREAS**, unless otherwise defined in this Judgment, the capitalized terms herein shall have the same meaning as they have in the Settlement Agreement;

**WHEREAS**, by Order dated [REDACTED], 2024 (“Preliminary Approval Order”), this Court: (a) preliminarily approved the Settlement; (b) certified the Settlement Class solely for purposes of effectuating the Settlement; (c) appointed Plaintiffs as Class Representatives; (d) appointed Class Counsel as counsel for the Settlement Class; (e) appointed Eisner Advisory Group, LLC as Settlement Administrator; (f) ordered that notice of the proposed settlement be provided to potential Settlement Class Members; (g) provided Settlement Class Members with the opportunity either to exclude themselves from the Settlement Class or to object to the proposed Settlement; and (h) scheduled a hearing regarding final approval of the Settlement;

**WHEREAS**, due and adequate notice has been given to the Settlement Class;

**WHEREAS**, [XX] Class Members submitted objections;

**WHEREAS**, [XX] Class Members submitted Requests for Exclusion;

**WHEREAS**, the Court conducted a hearing on [INSERT FINAL APPROVAL HEARING DATE] (the “Final Approval Hearing”) to consider, among other things, (a) the Objection(s) to the Settlement; (b) whether the terms and conditions of the Settlement were fair, reasonable, and adequate to the Settlement Class, and should therefore be approved; (c) whether Class Counsel’s motion for Fee Award and Costs should be granted; (d) whether Class Representatives’ motion for Service Award Payment(s) should be granted; and (e) whether a judgment should be entered dismissing the Action with prejudice as against Defendants; and

**WHEREFORE**, the Court having reviewed and considered the Settlement Agreement, all papers filed and proceedings had herein in connection with the Settlement, all oral and written comments received regarding the Settlement, and the record in the Action, and good cause appearing therefor;

**IT IS HEREBY ORDERED, ADJUDGED AND DECREED:**

1. **Jurisdiction**: This Court has jurisdiction over the subject matter of the Action, and all matters relating to the Settlement, as well as personal jurisdiction over all of the Parties and each of the Settlement Class Members.

2. **Incorporation of Settlement Documents**: This Judgment incorporates and makes a part hereof: (a) the Settlement Agreement filed with the Court on [REDACTED], 2024; and (b) the Notice documents filed with the Court on [REDACTED], 2024.

3. **Class Certification for Settlement Purposes**: The Court hereby affirms its determinations in the Preliminary Approval Order certifying, for the purposes of the Settlement only, the Action as a class action pursuant to Rule 23 of the Federal Rules of Civil Procedure on behalf of the Settlement Class consisting of all individuals who were sent notification by AudienceView Ticketing Corporation that their payment card information was or may have been compromised in the Data Incident. Excluded from the Settlement Class are: (1) the judges presiding over this Action, and members of their direct families; (2) Defendants, their subsidiaries, parent companies, successors, predecessors, and any entity in which Defendants or their parents have a controlling interest and their current or former officers, directors, and employees; and (3) Settlement Class Members who submit a valid Request for Exclusion prior to the Opt-Out Deadline.



4. **Adequacy of Representation**: Pursuant to Rule 23 of the Federal Rules of Civil Procedure, and for the purposes of the Settlement only, the Court hereby affirms its determinations in the Preliminary Approval Order certifying Plaintiffs and Class Representatives for the Settlement Class and appointing Class Counsel to serve as counsel for the Settlement Class. Plaintiffs and Class Counsel have fairly and adequately represented the Settlement Class both in terms of litigating the Action and for purposes of entering into and implementing the Settlement and have satisfied the requirements of Federal Rules of Civil Procedure 23(a)(4) and 23(g), respectively.

5. **Notice**: The Court finds that the dissemination of the Notice: (a) was implemented in accordance with the Preliminary Approval Order; (b) constituted the best notice practicable under the circumstances; (c) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of (i) the pendency of the Action, (ii) the effect of the proposed Settlement (including the releases to be provided thereunder), (iii) Class Counsel's motion for a Fee Award and Costs, (iv) Class Representatives' motion for a Service Award Payment(s), (v) their right to object to any aspect of the Settlement, Class Counsel's motion for a Fee Award and Costs, and/or Class Representatives' motion for a Service Award Payment(s), (vi) their right to exclude themselves from the Settlement Class, and (vii) their right to appear at the Final Approval Hearing; (d) constituted due, adequate and sufficient notice to all persons and entities entitled to receive notice of the proposed Settlement; and (e) satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure, the United States Constitution (including the Due Process Clause), and all other applicable law and rules.

6. **Objection**: [TO BE DETERMINED]

7. **Final Settlement Approval and Dismissal of Claims:** Pursuant to, and in accordance with Rule 23 of the Federal Rules of Civil Procedure, this Court hereby fully and finally approves the Settlement set forth in the Settlement Agreement in all respects (including, without limitation: the amount of the Settlement Fund; the Releases provided for in the Settlement Agreement; and the dismissal with prejudice of the claims asserted against Defendants in the Action), and finds that the Settlement is, in all respects, fair, reasonable and adequate to the Settlement Class. The Parties are directed to implement, perform, and consummate the Settlement in accordance with the terms and provisions contained in the Settlement Agreement.

8. Upon the Effective Date, the Action shall be, and hereby is dismissed with prejudice in its entirety as to the Defendants, with each party to bear their own costs and attorneys' fees, except as provided in the Settlement Agreement, and all of the claims of the Settlement Class Members shall be, and hereby are, dismissed and released pursuant to the Settlement Agreement.

9. **Binding Effect:** The terms of the Settlement Agreement and this Judgment shall be forever binding on Defendants, Plaintiffs, and all other Settlement Class Members (regardless of whether or not any individual Settlement Class Member submitted a Claim Form or seeks or obtains a distribution of benefits from the Net Settlement Fund), as well as their respective successors and assigns.

10. **Releases:** The releases set forth in the Settlement Agreement are expressly incorporated herein in all respects. The releases are effective as of the Effective Date. Accordingly, this Court orders that, upon the Effective Date, and in consideration of the Settlement benefits described in the Settlement Agreement, each Releasing Party shall be deemed to have released, acquitted, and forever discharged Defendants and each of the Released Parties from any and all Released Claims.

11. Notwithstanding Paragraph 10 above, nothing in this Judgment shall bar any action by any of the Parties to enforce or effectuate the terms of the Settlement Agreement or this Judgment.

12. **Rule 11 Findings:** The Court finds and concludes that the Parties and their respective counsel have complied in all respects with the requirements of Rule 11 of the Federal Rules of Civil Procedure in connection with the institution, prosecution, defense and settlement of the Action.

13. **No Admissions:** This Judgment and Order, and the Settlement Agreement, and all papers related thereto, are not, and shall not be construed to be, an admission by the Defendant of any liability, claim or wrongdoing in this Action or in any other proceeding.

14. **Retention of Jurisdiction:** Without affecting the finality of this Judgment in any way, this Court retains continuing and exclusive jurisdiction over: (a) the Parties for purposes of the administration, interpretation, implementation, and enforcement of the Settlement; (b) the disposition of the Settlement Fund; (c) Class Counsel's motion for a Fee Award and Costs; (d) Class Representatives' motion for a Service Award Payment(s); and (e) the Settlement Class Members for all matters relating to the Action.

15. A separate order shall be entered regarding Class Counsel's motion for a Fee Award and Costs and Class Representatives' motion for a Service Award Payment(s). Such orders shall in no way affect or delay the finality of this Judgment and shall not affect or delay the Effective Date of the Settlement.

16. **Modification of the Agreement of Settlement:** Without further approval from the Court, Plaintiffs and Defendants are hereby authorized to agree to and adopt such amendments or modifications of the Settlement Agreement or any exhibits attached thereto to effectuate the

Settlement that: (a) are not materially inconsistent with this Judgment; and (b) do not materially limit the rights of Settlement Class Members in connection with the Settlement. Without further order of the Court, Plaintiffs and Defendants may agree to reasonable extensions of time to carry out any provisions of the Settlement.

17. **Termination of Settlement:** If the Settlement is terminated as provided in the Settlement Agreement or the Effective Date of the Settlement otherwise fails to occur, this Judgment shall be vacated, rendered null and void, and be of no further force and effect, except as otherwise provided by the Settlement Agreement, and this Judgment shall be without prejudice to the rights of Plaintiffs, the other Settlement Class Members and Defendants, and the Parties shall revert to their respective positions in the Action as of [REDACTED], 2024, as provided in the Settlement Agreement.

18. **Entry of Judgment:** There is no just reason for delay of entry of this Judgment as a final judgment in this Action. Accordingly, the Clerk of the Court is expressly directed to immediately enter this final Judgment in the Action.

**IT IS SO ORDERED** this [REDACTED] day of [REDACTED], 2024.

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Valerie E. Caproni  
United States District Judge

**EXHIBIT B**

**AUDIENCE VIEW**

GLANCY PRONGAY & MURRAY LLP

Inception through December 30, 2024

NAME	TOTAL HOURS	HOURLY RATE	LODESTAR
Brian Murray (P)	64.5	\$1,225	\$79,012.50
Thomas Kennedy (A)	41.1	\$725	\$29,797.50
TOTAL	105.6		\$108,810.00

- (P) Partner
- (A) Associate
- (PL) Paralegal

**EXHIBIT C**

**AUDIENCE VIEW EXPENSES**

GLANCY PRONGAY & MURRAY LLP

Inception through December 30, 2024

<b>CATEGORY</b>	<b>AMOUNT INCURRED</b>
Process Services	\$98.00
Computer Research	\$230.58
Travel, Meals & Lodging	\$33.00
Mediation Fees	\$3,363.26
<b>TOTAL</b>	<b>\$3,724.84</b>



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**FIRM RESUME**

**Glancy Prongay & Murray LLP** (the “Firm”) has represented businesses, investors, and consumers for nearly 25 years. With offices in New York City and Los Angeles the Firm has successfully prosecuted class action cases and complex litigation in federal and state courts throughout the country. As Lead Counsel or as a member of Plaintiffs’ Counsel Executive Committees, the Firm has recovered billions of dollars for parties wronged by corporate fraud and anti-competitive conduct. Indeed, the Institutional Shareholder Services unit of RiskMetrics Group has recognized the Firm as one of the top plaintiffs’ law firms in the United States in its Securities Class Action Services report for every year since the inception of the report in 2003. The Firm’s efforts have been publicized in major newspapers such as the *Wall Street Journal*, the *New York Times*, and the *Los Angeles Times*.

Glancy Prongay & Murray’s commitment to high quality and excellent personalized services has boosted its national reputation, and we are now recognized as one of the premier plaintiffs’ firms in the country. The Firm works tenaciously on behalf of clients to produce significant results and generate lasting corporate reform.

The Firm’s integrity and success originate from our attorneys, who are among the brightest and most experienced in the field. Our distinguished litigators have an unparalleled track record of investigating and prosecuting corporate wrongdoing. The Firm is respected for both the zealous advocacy with which we represent our clients’ interests as well as the highly-professional and ethical manner by which we achieve results. We are ideally positioned to pursue securities litigation, antitrust litigation, consumer litigation, and derivative and corporate takeover litigation. The Firm’s outstanding accomplishments are the direct result of the exceptional talents of our attorneys and employees.

## SECURITIES GROUP

GLANCY PRONGAY & MURRAY LLP is a leader in obtaining relief for investors affected by corporate securities fraud.

GLANCY PRONGAY & MURRAY LLP and its lawyers have represented a variety of domestic and international public and private institutions, including West Virginia Investment Management Board, Deka Bank, Dyson Capital Management, City of Sterling Heights Police and Fire Retirement Fund, City of Dearborn Heights Police and Fire Retirement Fund, City of Livonia, City of Roseville Employee Retirement System, St. Clair Shores Police and Fire Retirement Fund, City of Westland Police and Fire Retirement Fund, Quaker Mutual, Saratoga Advantage Trust Energy & Basic Materials Portfolio, Saratoga Advantage Trust Mid Capitalization Portfolio, Pennsylvania Avenue Partners, Directors Financial, Sapphire & Winston Capital, City of Farmington, Palm Beach Capital, Nurol Menkol Kizmetler A.S., PELO a.s., Frankfurt Trust, Pioneer Investment Management SGR S.A., Goose Hill Capital LLC, First New York Securities LLC, Houlihan & Co. LLC, Camelot Event Driven Fund, Dios Asset Management PTE, and Quad Capital Portfolio.

The Firm's New York office is currently Co-Lead Counsel in *Official Committee of Unsecured Creditors of First NBC Bank Holding Co. v. Ryan* (E.D. La.), *In re XL Fleet Corp. Sec. Litig.* (S.D.N.Y.), and *Meyer v. Cabot Lodge*, No. 653746/2022 (N.Y. Sup.)

Appointed as Lead or Co-Lead Counsel by judges throughout the United States, GLANCY PRONGAY & MURRAY LLP has achieved significant recoveries for class members, including:

### ***In re Yahoo! Inc. Securities Litigation, N.D. Cal., Case No. 17-cv-373***

In reaching an \$80 million settlement for a class of stock purchasers, the firm achieved the first significant settlement in a suit brought by shareholders under Section 10(b) of the Securities Exchange Act of 1934 based on a company's alleged failure to disclose adequately cybersecurity risks and incidents. GLANCY PRONGAY & MURRAY LLP was Co-Lead Counsel.

### ***The City of Farmington Hills Employees Retirement System v. Wells Fargo Bank, N.A., D. Minn., Case No. 10-cv-04372***

The Class's claims were for breaches of fiduciary duty, breaches of contract, and violations of the Minnesota Prevention of Consumer Fraud Act (Minn. Stat. § 325F.69). The lawsuit alleged that through its administration of its securities lending program, Wells Fargo breached its contractual agreements with and fiduciary duties to the Class and violated the Minnesota Prevention of Consumer Fraud Act. Specifically, the Class Action alleged that CFHERS and other Class members entered into securities lending agreements and other agreements with Wells Fargo. Pursuant to such agreements, Wells Fargo loaned CFHERS's and Class members' securities to third party borrowers in return for cash collateral. In its complaint, CFHERS alleged that Wells Fargo acted imprudently by investing and maintaining the securities lending collateral in high risk, long-term securities on behalf of members of the Class, which

violated the express terms and principle objectives of the securities lending agreements. The alleged high risk, long-term securities included, but were not limited to, structured investment vehicles, mortgage-backed securities, other asset-backed securities, and corporate bonds for such companies as Lehman Brothers and Bear Stearns. Finally, CFHERS alleged that Wells Fargo's improper conduct as the administrator of the securities lending program caused substantial losses to CFHERS and members of the Class. On the eve of trial, the case settled for \$62.5 million.

***Mercury Interactive Corporation Securities Litigation, N.D. Cal., Case No. 5:05-cv-3395***

Mercury made a series of public disclosures concerning possible unreported backdating of stock options. As these disclosures of potential wrongdoing at Mercury became more serious, it was announced that the CEO, CFO, and General Counsel would be resigning because they had been aware of, participated in, and benefitted from repeated instances of illegal stock options backdating. Mercury's stock price dropped significantly in reaction to these announcements and created a huge, unfair loss to investors. Serving as Co-Lead Counsel, GLANCY PRONGAY & MURRAY LLP achieved a recovery for investors of over \$117 million.

***Real Estate Associates Securities Litigation, C.D. Cal., Case No. 98-cv-07035***

In 1998 the individual defendants caused consent solicitation statements to be sent to the limited partners of each of the Real Estate Associates partnerships. The consent solicitations allegedly contained statements which were false and misleading and failed to disclose certain material information, violating Sections 14(a) and Rule 14a-9 of the Securities Exchange Act of 1934. The complaint sought declaratory and injunctive relief for violations of federal and state law and compensatory and punitive damages for breach of common law fiduciary duties. A recovery of \$83 million was achieved for investors.

***Conseco, Inc. Securities Litigation, S.D. Ind., Case No. 1:02-cv-1332***

Plaintiffs claimed Conseco and its senior officers made material omissions and misleading statements concerning problems with Conseco's liquidity and the Company's manufactured-homes financing business in violation of sections 10(b) and 20(a) of the Securities Exchange Act of 1934 and S.E.C. Rule 10b-5. Although defendants were in possession of materially adverse information about Conseco's liquidity problems and problems with the collectability of the Company's mobile home loans, they failed to fully disclose the information to investors, causing Conseco's stock price to become artificially inflated. GLANCY PRONGAY & MURRAY LLP achieved a \$41.5 million recovery for investors.

***Robb v. FitBit Inc., N.D. Cal., Case No. 16-cv-00151***

In this securities fraud class action under section 10(b) of the Securities Exchange Act of 1934, GLANCY PRONGAY & MURRAY LLP served as Co-Lead Counsel for the Class and achieved a settlement of \$33 million.

***Gilat Satellite Networks, Ltd. Securities Litigation, E.D.N.Y., Case No. 02-cv-1510***

This was a securities fraud class action in which GLANCY PRONGAY & MURRAY LLP served as Co-Lead Counsel for the Class and achieved a settlement of \$20 million.

***Lapin v. Goldman Sachs, S.D.N.Y., Case No. 04-cv-02236***

The Complaint alleged violations of Sections 10(b) and 20(a) of the Securities Exchange Act of 1934 and S.E.C. Rule 10b-5. This case stems from a financial securities firm's alleged conflicts of interest. GLANCY PRONGAY & MURRAY LLP served as Co-Lead Counsel for the Class and achieved a settlement of \$29 million.

***Heritage Bond Litigation, C.D. Cal., Case No. 02-ml-1475***

The Firm recovered in excess of \$28 million in a global settlement in 2005 for defrauded investors. The bond issues involved in this case included Danforth Health Facilities Corporation, Tarrant County Health Facilities Development Corporation, City of Mexico Beach, Florida, City of Chicago, Illinois and Desert Hot Springs Public Authority in California.

***Livent, Inc. Noteholders Litigation, S.D.N.Y., Case No. 98-cv-7161***

This was a securities class action in which GLANCY PRONGAY & MURRAY LLP served as Co-Lead Counsel for the class and achieved a settlement of \$27 million.

***ECI Telecom Ltd. Securities Litigation, E.D. Va., Case No. 01-cv-913***

Plaintiffs alleged ECI fraudulently engaged in a premature revenue recognition scheme, which violated both Generally Accepted Accounting Principles and ECI's own accounting policies. Following the District Court's denial of the defendants' motions to dismiss, GLANCY PRONGAY & MURRAY LLP began extensive discovery and was able to negotiate a settlement of \$21.75 million.

***Lumenis, Ltd. Securities Litigation, S.D.N.Y., Case No. 02-cv-1989***

GLANCY PRONGAY & MURRAY LLP served as Co-Lead Counsel and achieved a settlement valued at over \$20 million.

***In re Penn West Petroleum Ltd. Securities Litigation, S.D.N.Y., Case No. 14-cv-6046***

GLANCY PRONGAY & MURRAY LLP served as Co-Lead Counsel on behalf of a class of investors of Penn West securities purchasers alleging claims under section 10(b) of the Securities Exchange Act of 1934. The case settled for \$19.4 million.

***In Re Turkcell Iletisim A.S. Securities Litigation, S.D.N.Y., Case No. 00-cv-08913***

Attorneys now at GLANCY PRONGAY & MURRAY LLP served as Lead Counsel and achieved a settlement of \$19.2 million for a case against a Turkish telecom company involving its IPO on the NYSE.

***In re Deutsche Bank AG Securities Litigation, S.D.N.Y., Case No. 09-cv-1714***

GLANCY PRONGAY & MURRAY LLP served as Co-Lead Counsel on behalf of a class of purchasers of Deutsche Bank Preferred Shares pursuant to section 10(b) of the Securities Exchange Act of 1934. The case settled for \$18.5 million.

***Wilson v. LSB Indus. Securities Litigation, S.D.N.Y., Case No. 15-cv-7614***

GLANCY PRONGAY & MURRAY LLP served as Lead Counsel on behalf of a class of purchasers of LSB securities pursuant to section 10(b) of the Securities Exchange Act of 1934. The case settled for \$18.45 million.

***Infonet Services Corporation Securities Litigation, C.D. Cal., Case No. 01-cv-10456***

The Complaint alleged defendants violated Sections 11, 12(a)(2), and 15 of the Securities Act of 1933, and Sections 10(b) and 20A of the Securities Exchange Act of 1934 and S.E.C. Rule 10b-5. Specifically, shortly before the Infonet IPO in December 1999, Infonet acquired AUCS. The acquisition transaction was disguised as a management agreement, which would allow Infonet to switch AUCS's clients over to Infonet without having to use the business assets of AUCS. As Co-Lead Counsel, GLANCY PRONGAY & MURRAY LLP achieved a settlement for investors of \$18 million.

***ESC Medical Systems, Ltd. Securities Litigation, S.D.N.Y., Case No. 98-cv-7530***

This was a securities fraud class action in which GLANCY PRONGAY & MURRAY LLP served as sole Lead Counsel for the damaged Class and achieved a settlement valued in excess of \$17 million.

***In re Horsehead Holding Corp. Securities Litigation, D. Del., Case No. 16-cv-00292***

As Lead Counsel, the firm defeated a motion to dismiss and later settled the case for \$14.75 million on behalf of a class of Horsehead stock and note purchasers. The Court, when approving the settlement, noted Lead Counsel was well-informed, qualified, and experienced.

***Musicmaker.com Securities Litigation, C.D. Cal., Case No. 00-cv-02018***

The Complaint alleged Musicmaker violated Sections 10(b), 20A, and 20(a) of the Securities Exchange Act of 1934 and S.E.C. Rule 10b-5, as well as Sections 11, 12, and 15 of the Securities Act of 1933. After defeating defendants' motions to dismiss, the Firm, which was Lead Counsel, engaged in extensive settlement negotiations, which resulted in an almost \$14 million recovery for the plaintiffs.

***Leap Securities Litigation, S.D. Cal., Case No. 07-cv-2245***

This was a securities class action in which GLANCY PRONGAY & MURRAY LLP served as Liaison Counsel for the class and achieved a settlement of \$13.75 million for investors.

***Lason, Inc. Securities Litigation, E.D. Mich., Case No. 99-cv-76079***

This was a securities fraud class action in which GLANCY PRONGAY & MURRAY LLP served as Co-Lead Counsel and recovered almost \$13 million for damaged shareholders.

***Inso Corp. Securities Litigation, D. Mass., Case No. 00-cv-10305***

This was a securities fraud class action in which GLANCY PRONGAY & MURRAY LLP served as Co-Lead Counsel for the Class and achieved a settlement valued in excess of \$12 million.

***National Techteam Securities Litigation, E.D. Mich., Case No. 97-cv-74587***

This was a securities fraud class action in which GLANCY PRONGAY & MURRAY LLP served as Co-Lead Counsel for the Class and achieved a settlement valued in excess of \$11 million.

***KPNQwest Securities Litigation, S.D.N.Y., Case No. 02-cv-07951***

This was a securities fraud class action in which GLANCY PRONGAY & MURRAY LLP served as Co-Lead Counsel for the Class and achieved a settlement for investors worth \$11 million.

***Jenson v. First Trust Corporation, C.D. Cal., Case No. 05-cv-3124***

GLANCY PRONGAY & MURRAY LLP filed its complaint in 2005, was appointed sole lead counsel, and achieved an \$8.5 million settlement in a very difficult case involving a trustee's potential liability for losses incurred by investors in a Ponzi scheme. Kevin Ruf of the Firm also successfully defended in the 9<sup>th</sup> Circuit Court of Appeals the trial court's granting of class certification in this case.

***Ramp Networks, Inc. Securities Litigation, N.D. Cal., Case No. 00-cv-3645***

This was a securities fraud class action in which GLANCY PRONGAY & MURRAY LLP served as Co-Lead Counsel for the Class and achieved a settlement valued in excess of \$7 million.



## ANTITRUST PRACTICE GROUP

GLANCY PRONGAY & MURRAY LLP has established a significant antitrust practice. Anti-competitive behavior interferes with the operation of economic markets. The prevalence of price-fixing and market allocation cases has increased at both the national and international levels. As government criminal investigations increase, civil litigation increasingly becomes important as a supplement to redress such misconduct.

The Firm's Antitrust Practice Group focuses upon representing individuals and entities who have been victimized by unlawful monopolization, price-fixing, market allocation, and other anti-competitive conduct. The Firm has prosecuted significant antitrust cases and has helped individuals and businesses recover billions of dollars. The Firm's Antitrust Practice Group represents consumers, businesses, and Health and Welfare Funds while prosecuting civil antitrust cases under federal and state laws throughout the country. The Firm has served as lead or co-lead counsel in numerous multi-district litigation antitrust cases and has won substantial settlements for plaintiffs in such cases. For instance, the Firm filed the initial landmark antitrust lawsuit against all of the major NASDAQ market-makers and served on Plaintiffs' Counsel's Executive Committee in *In re Nasdaq Market-Makers Antitrust Litigation*, which recovered \$900 million for investors. The Firm was Co-Lead Counsel in *In re Korean Ramen Direct Antitrust Litigation* in the Northern District of California which went to trial in November 2018.

The Firm also represents Institutional Taft Hartley Funds bringing legal actions on behalf of a number of funds to recover for excessive pricing of generic drugs. Such cases are often called "Pay for delay litigation." Some drug manufacturers have used a costly legal tactic that more and more branded drug manufacturers have been using to stifle competition from lower-cost generic medicines. These drug makers have been able to sidestep competition by offering patent settlements that pay generic companies not to bring lower-cost alternatives to market, after the brand named patent expires. These "pay-for-delay" patent settlements effectively block all other generic drug competition for a growing number of branded drugs. The Firm represents a number of Taft Hartley funds against drug manufacturers in conspiracy as part of these pay for delay agreements, costing fund members thousands of dollars.

GLANCY PRONGAY & MURRAY LLP and its antitrust lawyers have represented large and medium private corporations and health and welfare funds in both Direct and Indirect Purchaser Litigation, including Tiffin Motor Homes, Inc., The Rice Co., Inc., White Oak Fund, LLP, Plumbers & Pipefitters Local 178 Health & Welfare Fund, United Firefighters Assn., United Fire Officers Ass'n, Purdy Bros. Trucking Co., Inc., East Valley Water District, TC Construction Corp., AGS Devices Co., Ace Marine Rigging & Supply, Inc., Chandler Packaging, Inc., Trans Pak, Inc., Carleton Trucking Co., Inc., Teamsters Local 237 Welfare Fund, The Plaza Market, and OM Commercial Neenah Oil, Inc.

The Firm's major cases have included:

***Sullivan v. DB Investments***, in which the Firm served as settlement Co-Lead counsel. De Beers had exploited its market dominance to inflate the price of rough diamonds and inflated the price of diamonds down the line. De Beers suffered a default judgment and then negotiated with Plaintiff's Counsel to reach a settlement of \$295 million.

***In re Korean Ramen Antitrust Litig. (13-cv-4115 N.D. Cal.)***. The Firm was lead counsel for direct purchaser plaintiffs. After obtaining class certification and defeating defendants' summary judgment, a jury trial was held and tried to verdict.

***In re Korean Airlines Antitrust Litig. (MDL 1891 C.D. Cal.)***, in which the Firm served as Lead Counsel for a class of purchasers of trans-pacific airline tickets to Korea. The case settled for \$65 million.

***In re Urethane Chemical Antitrust Litig. (MDL 1616 D. Kan. )***. Antitrust price fixing case, in which the Firm served as Co-Lead counsel resulting in a settlement of \$33 million.

***In re Western States Wholesale Natural Gas Litig. (MDL 1566 D. Nev.)*** (\$25 Million settlement).

***In re Fresh and Process Potatoes Antitrust Litig. (MDL 2186 D. Idaho)***, where the Firm was Co-Lead counsel for indirect purchasers of potatoes. The case settled for \$5.5 million.

***In re Playmobil Products Antitrust Litig. (95-cv-2896 E.D.N.Y.)*** (attorneys at the Firm were Lead Counsel in case involving retail price maintenance agreements violating the Sherman Act).

***In re Disposable Contact Lens Litig. (BC113271 Cal.)*** (attorneys at the Firm represented a class of purchasers of disposable contact lenses in California and obtained a reversal in the appellate court of a denial of class certification).

***In re Time Warner Antitrust Litig. (09-cv-7747 S.D.N.Y.)*** (attorneys at the Firm were Co-Lead Counsel in case involving illegal tying of the products).

***In re Aggrenox Antitrust Litigation (14-cv-2516 D. Conn.)*** (attorneys at the Firm represented a class of Union Funds and Consumers in a generic drug settlement of \$54,000,000).

***In re Solodyn (MDL 2503 D. Mass.)*** (attorneys at the Firm represented a class of Union Funds and Consumers in a generic drug settlement of \$43,000,000).

Currently, the Firm has Lead or Committee roles in many federal lawsuits prosecuted by plaintiffs seeking damages for antitrust violations in major industries and drug cases, including:

***In re Vascepa Antitrust Litig. Indirect Purchaser Plaintiffs (21-cv-12061 D.N.J.)*** (Co-Lead Counsel).

***In re National Football League's "Sunday Ticket" Antitrust Litig. (15-ml-2668 C.D. Cal.)*** (Executive Committee).

***In re Deere & Co. Repair Services Antitrust Litig.*** (MDL No. 3030 N.D. Ill.) (Steering Committee).

The Firm is also active in case involving anti-competitive schemes to keep generic drugs off the market. Currently the Firm is on the executive committee in ***In re Actos End Payor Antitrust Litig.*** (13-cv-9244 S.D.N.Y.) and ***In re HIV Antitrust Litig.*** (19-cv-2573 N.D. Cal.). The firm also represents class members in ***In re Sensipar Antitrust Litig.*** (19-cv-2895 D. Del.); and ***In re Seroquel Antitrust Litig.*** (20-cv-1076 D. Del.).

The Firm currently has a major role in a case involving a number of drug manufacturers in conspiracy to fix the price of generic drugs in ***In re Generic Pharmaceuticals Pricing Antitrust Litig.*** (16-md-2427 E.D. Pa.).

The Firm has been part of the prosecution of many market manipulation cases involving violations of antitrust and commodities laws, including ***Sullivan v. Barclays PLC*** (manipulation of Euribor rate); and ***Ploss v. Kraft Foods Group*** (manipulation of wheat prices)., and

In addition to the foregoing, the Firm also represents clients in on going cases in:

***In re Payment Card Interchange Fee and Merchant Discount Litig.*** (MDL 1720 E.D.N.Y);  
***In re Domestic Airline Travel Antitrust Litig.*** (15-MC-1404 D.D.C. );  
***In re Hard Disk Drive Suspension Assemblies Antitrust Litig.*** (19-cv-2918 N.D. Cal.).

## CONSUMER LITIGATION

GLANCY PRONGAY & MURRAY LLP successfully litigated on behalf of consumers throughout the United States. Individuals in our society work hard to provide for their families and deserve to rely upon truthful information when purchasing products and services. Accordingly, we fight for consumers when corporations attempt to deceive or take advantage of customers. Consumer fraud occurs when a customer buys a product that does not perform as represented or advertised, or purchases services that are not the same as represented or advertised.

The Firm is committed to protecting and defending the rights of defrauded consumers. Our Consumer Practice Group focuses upon companies that reap millions of dollars in profits by misrepresenting their products or services. In many instances, class actions provide the only viable avenue to vindicate a person's rights as a consumer. Accordingly, the Firm has taken a leading role in many of the most significant federal and consumer fraud cases throughout the country. Indeed, the Firm's Consumer Practice Group has obtained outstanding results for consumers. For example, in *Pascussi v. Airtouch Communications*, a cellular phone service provider improperly charged all of its Michigan customers for certain calls. Through our class action lawsuit, the Firm recovered a settlement of \$30 million for injured consumers. The Firm's Consumer Practice Group similarly represents consumers nationwide in a variety of important consumer cases and has achieved significant results through our efforts. The Firm is currently Co-Lead Counsel in *Goodman v. UBS Finan. Serv.*, 21-cv-18123 (D.N.J.) (alleging UBS incorrectly reported tax information to clients) and in a case brought pursuant to the Americans with Disabilities Act in *O'Garro v. City of New Jersey*, 20-cv-5282 (D.N.J.) (alleging American with Disabilities Act violations in Jersey City streets and curb cuts).

The Firm has also represented clients in many security breaches and breach of privacy cases across the country. These cases include *Gordon v. Chipotle Mexican Grill, Inc.* (D. Colo. 17-cv-1415); *Hameed-Bolden v. Forever 21 Retail* (C.D. Cal. 18-cv-3019) (one of three counsel in the case); *In re Yahoo! Inc. Customer Data Breach Sec. Litig.* (N.D. Cal. 16-md-2752); *Brady v. Scotty's Holdings* (N.D. Ind. 19-cv-4782) (one of four counsel in the case); *Whalen v. Sunrise Med. Labs.* (E.D.N.Y. 19-cv-4378); *In re Marriott Int'l Inc. Customer Data Sec. Breach Litig.* (D. Md. 19-md-2879); *In re Capital One Consumer Data Sec. Breach Litig.* (E.D. Va. 19-md-2915); *Beckett v. Aetna, Inc.* (E.D. Pa. 17-cv-3864); *In re Anthem, Inc. Data Breach Litig.* (N.D. Cal. 15-md-2617); *Adams v. Dickey's Barbeque Restaurants* (N.D. Tex. 20-cv-3424); *Biddle v. The Univ. of Pittsburgh Med Center* (W.D. Pa. 21-cv-815); *Smallman v. MGM Resorts Int'l* (D. Nev. 20-cv-376) (member of discovery committee); *Granados v. Lending Tree LLC* (W.D.N.C. 22-cv-504); *In re Equifax Fair Credit Reporting Act Litig.* (N.D. Ga. 22-cv-3072); *Colon v. Empress Ambulance Service* (S.D.N.Y. 22-cv-9322); *Rougeau v. Aetna, Inc.* (D. Conn. 23-cv-635); *Newman v. Audience View Ticketing Corp.* (S.D.N.Y. 23-cv-635) (co-lead counsel); and *In re Lincare Holdings Data Breach Litig.* (M.D. Fla. 22-cv-1472).

We have achieved many significant recoveries including:

***Naevus Int'l v. AT&T Corp., N.Y. Supreme Court, Case No. 602191/1999***

Attorneys now at the Firm represented a class of consumers who subscribed to AT&T's Digital One Rate wireless service. The case eventually settled for benefits worth \$40 million.

***Pascussi v. Airtouch Communications, Wayne Co. (Mich.) Circuit Court, Case No. 99-cv-90969***

This was a consumer case against Airtouch Communications regarding claims against a cellular phone service provider improperly charging all of its Michigan customers for certain calls. GLANCY PRONGAY & MURRAY LLP recovered a settlement of \$30 million for class members.

***Shin v. BMW of North America, C.D. Cal., Case No. 09-cv-398***

After GLANCY PRONGAY & MURRAY LLP defeated defendants' motion to dismiss, the case settled on very favorable terms for class members including free replacement of cracked wheels for their BMW vehicles.

***Esslinger v. HSBC Bank Nevada, N.A., E.D. Pa., Case No. 10-cv-03213***

This case was on behalf of HSBC credit card holders who paid for "payment protection" services. A \$23,500,000 settlement was approved in 2013.

***Villefranche v. HSBC Bank Nevada, N.A., C.D. Cal., Case No. 09-cv-3639***

After defeating defendants' motion to dismiss, the case resulted in a 100% recovery to class members who were improperly charged a higher rate of interest on their credit cards.

***In Re Discover Payment Protection Plan Marketing and Sales Practices Litigation, N.D. Ill., Case No. 10-cv-06994***

Brought on behalf of Discovery credit card holders for deceptive sales and marketing practices. The case settled for \$10,500,000.

## **CORPORATE MERGERS & ACQUISITIONS LITIGATION**

Through our Corporate Mergers & Acquisitions Litigation Practice Group, the Firm is heavily active in securities fraud prevention. The Firm brings actions on behalf of shareholders of companies that have entered into management-led buyouts, mergers, tender-offers, or other business combinations. Corporate directors—who are required to act as fiduciaries for shareholders—sometimes breach their fiduciary duties because of material conflicts or other issues. The Firm has litigated numerous cases on behalf of shareholders who have been treated unfairly or received inadequate consideration in a merger or business combination. The Firm's efforts have resulted in millions of dollars in increased consideration for shareholders, the disclosure of material information enabling shareholders to better assess the fairness of proposed transactions, and significant structural changes to merger agreements designed to protect and maximize shareholder value.

Lawyers at GLANCY PRONGAY & MURRAY LLP have been active in scores of cases such as these, including litigation involving takeovers of Claire's Stores, Inc., Charlotte Russe Holding, Inc., BJ Services, Co., Hearst-Argyle Television, Inc., Medarex, Inc., Centerplate, Inc., Sirna Therapeutics, Inc., Chaparral Resources, Inc., The Topps Company, Inc., Genentech, Inc., Jacuzzi Brands, Inc., Burlington Northern Santa Fe, Black & Decker Inc., 3Com Corp., Alcon, Inc., XTO Energy, Inc., Continental Airlines, Inc., Facet Biotech Corp., Infogroup Inc., Double-Take Software, Inc., Iowa Telecom. Serv., Inc., Maine & Maritimes Corp., Millipore Corp., American Italian Pasta Corp., Argon ST. Inc., ATC Tech. Corp., Northstar Neuroscience, Inc., MSC Software Corp., Abraxis Bioscience Inc., Trubion Pharmaceuticals, Inc., Pactiv Corp., Polymer Group, Inc., Citadel Broadcasting Corp., Hewitt Associates, Inc., Thermadyne Holdings Corp., Wainwright Bank & Trust Co., Jo-Ann Stores, Inc., NYMagic, Inc., NYSE Euronext, Smurfit-Stone Container Corp., RAE Systems, Inc., Actel Corp., ArcSight, Inc., Pride Int'l Inc., Nat'l Semiconductor Corp., OptionsXpress Corp., LaBarge, Inc., K-Sea Trans. Partners, LLC, The Gymboree Corp., Frontier Oil Corp., Emergency Medical Services Corp., Tomotherapy Inc., Del Monte Foods Co., Warner Music Group Corp., Smart Modular Techs., Inc., Int'l Coal Group, Youbet.com, and Interactive Data Corp.

## **DERIVATIVE & CORPORATE GOVERNANCE LITIGATION**

GLANCY PRONGAY & MURRAY LLP has a robust Derivative & Corporate Governance Litigation Practice. Many corporate officers and directors engage in misconduct that wastes corporate assets, undermines faith in the financial markets, and diminishes the trust of shareholders. The Firm's fervent commitment to corporate accountability has enabled us to seek governance reforms that will align the interests of management with those of shareholders. Our efforts also serve to deter fraud and other corporate wrongdoing.

Throughout our Derivative & Corporate Governance Litigation Practice Group, the Firm is focused upon restoring accountability, preserving corporate assets, improving transparency, and protecting shareholder value. Because shareholder derivative actions often result in significant corporate governance reforms that have a positive impact on the long-term interests of shareholders, we utilize such litigation to demand accountability on behalf of our clients. Through these efforts, the Firm has worked to create important changes in corporate governance and to protect investors against future instances of securities fraud.

The Firm was involved in the News Corp. litigation, in the Delaware Chancery Court, in which News Corp. recovered \$139 million in insurance proceeds.

The Firm has also been active in protecting shareholders from inadequate corporate governance. The Firm has successfully litigated cases challenging improper provisions for the removal of directors, resulting in the removal of the provisions. A representative list of these cases includes Viacom CBS, PhenixFin Corp., Vaxart Inc., DarioHealth Corp., and SiTime Corp.

Currently the Firm is litigating derivative cases on behalf of Inovio Pharmaceuticals, Inc., Vaxart Inc., and DocuSign Inc.



## PARTNERS

**LIONEL Z. GLANCY**, a graduate of University of Michigan Law School, is the founding partner of the Firm. After serving as a law clerk for United States District Judge Howard McKibben, he began his career as an associate at a New York law firm concentrating in securities litigation. Thereafter, he started a boutique law firm specializing in securities litigation, and other complex litigation, from the Plaintiff's perspective. Mr. Glancy has established a distinguished career in the field of securities litigation over the last twenty-five years, having appeared and been appointed lead counsel on behalf of aggrieved investors in securities class action cases throughout the country. He has appeared and argued before dozen of district courts and a number of appellate courts. His efforts have resulted in the recovery of hundreds of millions of dollars in settlement proceeds for huge classes of shareholders. Well-known in securities law, he has lectured on its developments and practice, including having lectured before Continuing Legal Education seminars and law schools.

Mr. Glancy was born in Windsor, Canada, on April 4, 1962. Mr. Glancy earned his undergraduate degree in political science in 1984 and his Juris Doctor degree in 1986, both from the University of Michigan. He was admitted to practice in California in 1988, and in Nevada and before the U.S. Court of Appeals for the Ninth Circuit in 1989.

**BRIAN MURRAY** is admitted to the bars of Connecticut, New York, and the United States District Courts for the Southern, Eastern, Western, and Northern Districts of New York, the Eastern District of Michigan, the District of Connecticut, the District of Nebraska, the Eastern and Western Districts of Arkansas, the First, Second, Fifth, and Ninth Circuit Courts of Appeal, and the United States Supreme Court. He received Bachelor of Arts and Master of Arts degrees from the University of Notre Dame in 1983 and 1986, respectively. He received a Juris Doctor degree, *cum laude*, from St. John's University School of Law in 1990. At St. John's, he was the Articles Editor of the ST. JOHN'S LAW REVIEW. Mr. Murray co-wrote: *Jurisdição Estrangeira Tem Papel Relevante Na De Fiesa De Investidores Brasileiros*, ESPACA JURIDICO BOVESPA (August 2008); *The Proportionate Trading Model: Real Science or Junk Science?*, 52 CLEVELAND ST. L. REV. 391 (2004-05); *The Accident of Efficiency: Foreign Exchanges, American Depository Receipts, and Space Arbitrage*, 51 BUFFALO L. REV. 383 (2003); *You Shouldn't Be Required To Plead More Than You Have To Prove*, 53 BAYLOR L. REV. 783 (2001); *He Lies, You Die: Criminal Trials, Truth, Perjury, and Fairness*, 27 NEW ENGLAND J. ON CIVIL AND CRIMINAL CONFINEMENT 1 (2001); *Subject Matter Jurisdiction Under the Federal Securities Laws: The State of Affairs After Itoba*, 20 MARYLAND J. OF INT'L L. AND TRADE 235 (1996); *Determining Excessive Trading in Option Accounts: A Synthetic Valuation Approach*, 23 U. DAYTON L. REV. 316 (1997); *Catch-22 for Investors: Averaging Down Held to Preclude Fraud Remedies*, NEW YORK LAW JOURNAL (March 31, 2014); *Loss Causation Pleading Standard*, NEW YORK LAW JOURNAL (Feb. 25, 2005); *The PSLRA 'Automatic Stay' of Discovery*, NEW YORK LAW JOURNAL (March 3, 2003); and *Inherent Risk In Securities Cases In The Second Circuit*, NEW YORK LAW JOURNAL (Aug. 26, 2004). He also authored *Protecting The Rights of International Clients in U.S. Securities Class Action Litigation*, INTERNATIONAL LITIGATION NEWS (Sept. 2007); *Lifting the PSLRA "Automatic Stay" of Discovery*, 80 N. DAK. L. REV. 405 (2004); *Aftermarket Purchaser Standing Under § 11 of the Securities Act of 1933*, 73 ST. JOHN'S L. REV. 633 (1999); *Recent Rulings Allow Section 11 Suits By Aftermarket Securities Purchasers*, NEW YORK LAW JOURNAL (Sept. 24, 1998); and *Comment, Weissmann v. Freeman*:

*The Second Circuit Errs in its Analysis of Derivative Copyrights by Joint Authors*, 63 ST. JOHN'S L. REV. 771 (1989).

Mr. Murray was on the trial team that prosecuted a securities fraud case under Section 10(b) of the Securities Exchange Act of 1934 against Microdyne Corporation in the Eastern District of Virginia and he was also on the trial team that presented a claim under Section 14 of the Securities Exchange Act of 1934 against Artek Systems Corporation and Dynatach Group which settled midway through the trial.

Mr. Murray's major cases include:

*In re Horsehead Holding Corp. Sec. Litig.*, No. 16-cv-292, 2018 WL 4838234 (D. Del. Oct. 4, 2018) (recommending denial of motion to dismiss securities fraud claims where company's generic cautionary statements failed to adequately warn of known problems for zinc processing plant); *In re Deutsche Bank Sec. Litig.*, 328 F.R.D. 71 (S.D.N.Y. 2018) (granting class certification for Securities Act claims and rejecting defendants' argument that class representatives' trading profits made them atypical class members); *Robb v. Fitbit Inc.*, 216 F. Supp. 3d 1017 (N.D. Cal. 2016) (denying motion to dismiss securities fraud claims where confidential witness statements sufficiently established scienter; case subsequently settled for \$33 million); *In re Eagle Bldg. Tech. Sec. Litig.*, 221 F.R.D. 582 (S.D. Fla. 2004), 319 F. Supp. 2d 1318 (S.D. Fla. 2004) (complaint against auditor sustained due to magnitude and nature of fraud; no allegations of a "tip-off" were necessary); *In re Turkcell Iletisim A.S. Sec. Litig.*, 209 F.R.D. 353 (S.D.N.Y. 2002) (defining standards by which investment advisors have standing to sue); *In re Turkcell Iletisim A.S. Sec. Litig.*, 202 F. Supp. 2d 8 (S.D.N.Y. 2001) (liability found for false statements in prospectus concerning churn rates); *Feiner v. SS&C Tech., Inc.*, 11 F. Supp. 2d 204 (D. Conn. 1998) (qualified independent underwriters held liable for pricing of offering); *Malone v. Microdyne Corp.*, 26 F.3d 471 (4th Cir. 1994) (reversal of directed verdict for defendants); and *Adair v. Bristol Tech. Systems, Inc.*, 179 F.R.D. 126 (S.D.N.Y. 1998) (aftermarket purchasers have standing under section 11 of the Securities Act of 1933). Mr. Murray also prevailed on an issue of first impression in the Superior Court of Massachusetts, in *Cambridge Biotech Corp. v. Deloitte and Touche LLP*, in which the court applied the doctrine of continuous representation for statute of limitations purposes to accountants for the first time in Massachusetts. 6 Mass. L. Rptr. 367 (Mass. Super. Jan. 28, 1997). In addition, in *Adair v. Microfield Graphics, Inc.* (D. Or.), Mr. Murray settled the case for 47% of estimated damages. In the *Qiao Xing Universal Telephone* case, claimants received 120% of their recognized losses.

Among his current cases, Mr. Murray is currently co-lead counsel *Official Committee of Unsecured Creditors of First NBC Bank Holding Co. v. Ryan* (E.D. La.); *Li v. Fleet New York Metropolitan Regional Center LLC* (E.D.N.Y.); and *Meyer v. Cabot Lodge Sec. LLC* (N.Y. Supreme). He also has major roles in *Smallman v. MGM Resorts Int'l* (D. Nev.), and *Springmeyer v. Marriott Int'l Inc.* (D. Md.).

Mr. Murray served as a Trustee of the Incorporated Village of Garden City (2000-2002); Commissioner of Police for Garden City (2000-2001); Co-Chairman, Derivative Suits Subcommittee, American Bar Association Class Action and Derivative Suits Committee (2007-2010); Member, Sports Law Committee, Association of the Bar for the City of New York, 1994-1997; Member, Litigation Committee, Association of the Bar for the City of New York, 2003-

2007; Member, New York State Bar Association Committee on Federal Constitution and Legislation, 2005-2008; Member, Federal Bar Council, Second Circuit Committee, 2007-2020.

Mr. Murray has been a panelist at CLEs sponsored by the Federal Bar Council and the Institute for Law and Economic Policy, the University of Notre Dame, and the German-American Lawyers Association Annual Meeting in Frankfurt, Germany, and is a frequent lecturer before institutional investors in Europe and South America on the topic of class actions.

**ROBERT V. PRONGAY** is a partner in the Firm's Los Angeles office where he focuses on the investigation, initiation, and prosecution of complex securities cases on behalf of institutional and individual investors. Mr. Prongay's practice concentrates on actions to recover investment losses resulting from violations of the federal securities laws and various actions to vindicate shareholder rights in response to corporate and fiduciary misconduct.

Mr. Prongay has extensive experience litigating complex cases in state and federal courts nationwide. Since joining the Firm, Mr. Prongay has successfully recovered millions of dollars for investors victimized by securities fraud and has negotiated the implementation of significant corporate governance reforms aimed at preventing the reoccurrence of corporate wrongdoing. Some recent cases in which the Firm was appointed as lead counsel that Mr. Prongay has worked on include:

- Representation of the lead plaintiffs in *Fuller v. Imperial Holdings*, a putative securities class action on behalf of investors alleging violations of the Securities Act of 1933 in connection with the company's \$189 million initial public offering. The lawsuit relates to misrepresentations and omissions about the company's business practices and involvement in illegal stranger-originated life insurance transactions. This matter is ongoing;
- Representation of the lead plaintiffs in *Curry v. Hansen Medical*, a putative securities class action on behalf of investors alleging violations of the Securities Exchange Act of 1934. The case relates to the company's restatement of several quarters of financial statements as a result of, among other things, improper revenue recognition and accounting irregularities. The court recently upheld the sufficiency of the plaintiffs' allegations. This matter is ongoing;
- Representation of the lead plaintiffs in *Ho v. Duoyuan Global Water*, a putative securities class action on behalf of investors alleging violations of the Securities Act of 1933 and the Securities Exchange Act of 1934. The case relates to misrepresentations and omissions about the financial condition and operations of a Chinese company publicly traded in the United States. The court recently upheld the sufficiency of the plaintiffs' allegations. This matter is ongoing;
- Representation of the lead plaintiff in *Crotteau v. Addus Homecare*, a securities class action on behalf of investors alleging violations of the Securities Act of 1933 in connection with the company's initial public offering. The case settled for \$3 million;
- Representation of the lead plaintiff in *Murdeshwar v. Search Media Holdings*, a securities class action alleging violations of the Securities Exchange Act of 1934. During the course of the litigation, the court found that the lead plaintiff had adequately alleged that the proxy materials provided to the investors of the special-purpose acquisition company

contained misstatements and omissions about the company being acquired. The case settled for \$2.75 million;

- Representation of the lead plaintiffs in *Mishkin v. Zynex Inc.*, a securities class action on behalf of investors alleging violations of the Securities Exchange Act of 1934. The case related to the company's restatement of its financial results and involved allegations that the company had engaged in a systematic scheme to over-bill insurance companies from which the company had routinely sought payment for the sale and rental of its products. After the court found the lead plaintiffs had adequately alleged violations of the federal securities laws, the case settled for \$2.5 million; and
- Representation of the plaintiff in *Binder v. Shacknai*, a shareholder derivative action alleging various breaches of fiduciary duty under state law by the board of directors of a publicly traded company in connection with the company's restatement of its historical financial results. The settlement of the action conferred substantial benefits on the corporation through the adoption of corporate governance reforms designed to protect the company and its shareholders against future instances of wrongdoing and broadly improve the corporate governance of the company.

Several of Mr. Prongay's cases have received national and regional press coverage. Mr. Prongay has been interviewed by journalists and writers for national and industry publications, ranging from *The Wall Street Journal* to the *Los Angeles Daily Journal*. Mr. Prongay recently appeared as a guest on Bloomberg Television where he was interviewed about the securities litigation stemming from the high-profile initial public offering of Facebook, Inc.

Mr. Prongay received his Bachelor of Arts degree in Economics from the University of Southern California and his Juris Doctor degree from Seton Hall University School of Law. Mr. Prongay is also an alumnus of the Lawrenceville School.

**LEE ALBERT** was admitted to the bars of Pennsylvania and New Jersey, and the United States District Courts for the Eastern District of Pennsylvania and the District of New Jersey in 1986. He received his B.S. and M.S. degrees from Temple University and Arcadia University in 1975. After teaching for 11 years in Philadelphia, he received his J.D. degree from Widener University School of Law in 1986. Upon graduation from law school, Mr. Albert spent several years working as a civil litigator in Philadelphia, PA. Mr. Albert has extensive litigation and appellate practice experience having argued before the Supreme Court of Pennsylvania and intermediate Pennsylvania Appellate Courts and has over twenty years of trial experience in both jury and non-jury cases and arbitrations. Mr. Albert has represented a national health care provider at trial obtaining injunctive relief in federal court to enforce a five-year contract not to compete on behalf of a national health care provider and injunctive relief on behalf of an undergraduate university. Additionally, Mr. Albert has held the position previously as Party Chair of his local Township.

Currently, Mr. Albert represents Taft Hartley funds in the E.D. Pa. and the D.N.J. in generic drug and antitrust matters, as well as having clients in all types of complex litigation including matters concerning violations of federal and state antitrust and securities laws, mass tort/product liability, and unfair and deceptive trade practices. Mr. Albert was also on the trial team that tried the case to verdict in *In re Korean Ramen Direct Antitrust Litig.* in the Northern District of California. Mr. Albert's current major cases include *In re Generic Pharmaceuticals Pricing Antitrust Litig.*

(16-md-2427 E.D. Pa.); *In re Vascepa Antitrust Litig.* (21-cv-12061 D.N.J.) (Co-Lead Counsel); *O'Garro v. City of New Jersey*, 20-cv-5282 (D.N.J.) (alleging Americans with Disabilities Act violations in Jersey City streets and curb cuts); *In re National Football League Sunday Ticket Antitrust Litig.* (C.D. Cal.); and *In re HIV Antitrust Litig.* (N.D. Cal.) (Executive Committee).

Previously, Mr. Albert had significant roles in *Marine Products Antitrust Litig.* (C.D. Cal.) (Executive Committee); *Baby Products Antitrust Litig.* (E.D. Pa.); *In Re Automotive Wire Harness Systems Antitrust Litig.* (E.D. Mich.); *In Re Heater Control Panels Antitrust Litig.* (E.D. Mich.); *Kleen Products v. Packaging Corp. of Amer.* (N.D. Ill.); *In re ATM Fee Litig.* (N.D. Cal.); *In re Canadian Car Antitrust Litig.* (D. Me.); *In re Broadcom Sec. Litig.* (C.D. Cal.); and has worked on *In re Avandia Marketing, Sales Practices and Products Liability Litig.* (E.D. Pa.); *In re Ortho Evra Birth Control Patch Litig.* (N.J. Super. Ct., Middlesex County); and *In re Microsoft Corp. Massachusetts Consumer Protection Litig.* (Mass. Super. Ct.).

**KEVIN F. RUF** graduated from the University of California at Berkeley in 1984 with a Bachelor of Arts in Economics and earned his Juris Doctor degree from the University of Michigan in 1987. Mr. Ruf was admitted to the State Bar of California in 1988. Mr. Ruf was an associate at the Los Angeles firm Manatt Phelps and Phillips from 1988 until 1992, where he specialized in commercial litigation and was a leading trial lawyer among the associates there. In 1993, he joined the firm Corbin & Fitzgerald in order to gain experience in criminal law. There, he specialized in white collar criminal defense work, including matters related to National Medical Enterprises, Cynergy Film Productions, and the Estate of Doris Duke. Mr. Ruf joined the Firm in 2001 and has taken a lead trial lawyer role in many of the Firm's cases. In 2006, Mr. Ruf argued before the California Supreme Court in the case *Smith v. L'Oreal* and achieved a unanimous reversal of the lower court rulings; the case established a fundamental right of all California workers to immediate payment of all earnings at the conclusion of employment. In 2007, Mr. Ruf took an important case before the Ninth Circuit Court of Appeals, convincing the Court to affirm the lower court's certification of a class action in a fraud case (fraud cases have traditionally faced difficulty as class actions because of the requirement of individual reliance). Mr. Ruf has extensive trial experience, including jury trials, and considers his courtroom and oral advocacy skills to be his strongest asset as a litigator. Mr. Ruf currently acts as the Head of the Firm's Labor and Consumer Practice, and has extensive experience in securities cases as well. Mr. Ruf also has experience in real estate law and has been a Licensed California Real Estate Broker since 1999.

**GREGORY B. LINKH** works out of the New York office, where he concentrates on antitrust, securities, shareholder derivative, and consumer litigation. Greg graduated from the State University of New York at Binghamton in 1996 and from the University of Michigan Law School in 1999. While in law school, Greg externed with United States District Judge Gerald E. Rosen of the Eastern District of Michigan. Greg was previously associated with the law firms Dewey Ballantine LLP, Pomerantz Haudek Block Grossman & Gross LLP, and Murray Frank LLP.

Mr. Linkh is the co-author of *Inherent Risk In Securities Cases In The Second Circuit*, NEW YORK LAW JOURNAL (Aug. 26, 2004); *Staying Derivative Action Pursuant to PSLRA and SLUSA*, NEW YORK LAW JOURNAL, P. 4, COL. 4 (Oct. 21, 2005) and the SECURITIES REFORM ACT LITIGATION REPORTER, Vol. 20, No. 3 (Dec. 2005).



Mr. Linkh was one of the lead trial counsel in *In re Korean Ramen Direct Antitrust Litig.*, which was one of the rare antitrust class action cases to be tried to a jury verdict. Currently his major cases include *In re Horsehead Holding Corp. Sec. Litig.*; and *In re Heating Control Panel Direct Purchaser Action* (12-md-02311 E.D. Mich.).

**BRIAN D. BROOKS** joined the New York office of Glancy Prongay & Murray LLP in 2019, specializing in antitrust, consumer, and securities litigation. Prior to joining the firm, Mr. Brooks was an active member of the trial team for the class in *In re: Nexium Antitrust Litigation*, the first post-*Actavis* reverse-payment case to be tried to verdict. He was also an active member of the litigation team in the *In re: Provigil*, *In re: Prograf*, and *In re: Miralax* antitrust matters, which collectively settled for more than \$600 million, as well as the *In re: Suboxone* and *In re: Niaspan* antitrust matters, which are still pending. Mr. Brooks has been actively participating in *In re HIV Antitrust Litig.* (19-cv-2573 N.D. Cal.); *In re Zetia (Ezetimibe) Antitrust Litig.* (18-md-2863-RBS-DEM); and *In re Actos End Payor Antitrust Litig.* (13-cv-9244 S.D.N.Y.). Mr. Brooks received his B.A. from Northwestern State University of Louisiana in 1998 and his J.D. from Washington and Lee School of Law in 2002, and is admitted to practice in New York and Louisiana.

**KARA M. WOLKE**'s practice spans consumer, labor, securities, and other complex class action prosecution. She has extensive experience in written appellate advocacy in both State and Federal Circuit Courts of Appeals, and has successfully argued before the Court of Appeal for the State of California.

Ms. Wolke graduated *summa cum laude* with a B.S.B.A. in Economics from The Ohio State University in 2001, and subsequently earned her J.D. (with honors) from Ohio State, where she was active in Moot Court and received the Dean's Award for Excellence during each of her three years. In 2005, she was a finalist in a national writing competition co-sponsored by the American Bar Association and the Grammy® Foundation. (published at 7 VAND. J. ENT. L. & PRAC. 411). Ms. Wolke is admitted to the State Bar of California, the Ninth Circuit Court of Appeals, as well as the United States District Courts for the Northern, Southern, and Central Districts of California.

**JONATHAN M. ROTTER** leads the Firm's intellectual property litigation practice. He recently served for three years as the first Patent Pilot Program Law Clerk at the United States District Court for the Central District of California. There, he assisted the Honorable S. James Otero, Andrew J. Guilford, George H. Wu, John A. Kronstadt, and Beverly Reid O'Connell with hundreds of patent cases in every major field of technology, from complaint to post-trial motions. Before his service to the court, Mr. Rotter practiced at an international law firm, where he argued appeals at the Federal Circuit, Ninth Circuit, and California Court of Appeal, as well as tried cases, argued motions, and managed all aspects of complex litigation. His cases involved diverse technologies in both "wet" and "dry" disciplines, and he excels at the critical skill of translating complex subject matter into a coherent story that can be digested by judges and juries.

In addition to intellectual property matters, Mr. Rotter has handled cases involving antitrust, securities, banking, real estate, government, business disputes, product liability, and professional liability. Mr. Rotter served as a law clerk to the Honorable Milan D. Smith, Jr., at the United

States Court of Appeals for the Ninth Circuit. He also served as a volunteer criminal prosecutor for the Los Angeles City Attorney's Office.

Mr. Rotter graduated with honors from Harvard Law School in 2004. He served as an editor of the Harvard Journal of Law & Technology, and was selected to be a Fellow in Law and Economics at the John M. Olin Center for Law, Economics, and Business, and a Fellow in Justice, Welfare, and Economics at the Weatherhead Center For International Affairs. He graduated with honors from the University of California, San Diego in 2000 with a B.S. in molecular biology and a B.A. in music.

Mr. Rotter is admitted to practice before the United States Patent & Trademark Office, the United States Courts of Appeals for the Ninth and Federal Circuits, and the United States District Courts for the Northern, Central, and Southern Districts of California. He has written extensively on intellectual property issues, and has been honored for his work with legal service organizations.

**DAVID J. STONE** has a broad background in complex commercial litigation, with particular focus on litigating corporate fiduciary claims, securities, and contract matters. Mr. Stone maintains a versatile practice in state and federal courts, representing clients in a wide-range of matters, including corporate derivative actions, securities class actions, litigating claims arising from master limited partnership "drop down" transactions, litigating consumer class actions (including data breach claims), litigating complex debt instruments, fraudulent conveyance actions, and appeals. Mr. Stone also has developed a specialized practice in litigation on behalf of post-bankruptcy confirmation trusts, including investigating and prosecuting D&O claims and general commercial litigation. In addition, Mr. Stone counsels clients on general business matters, including contract negotiation and corporate organization.

Mr. Stone graduated from Boston University School of Law in 1994 and was the Law Review Editor. He earned his B.A. at Tufts University in 1988, graduating *cum laude*. Following law school, Mr. Stone served as a clerk to the Honorable Joseph Tauro, then Chief Judge of the U.S. District Court for the District of Massachusetts. Prior to joining GPM, Mr. Stone practiced at international law firms Cravath, Swaine & Moore LLP, Morrison & Foerster LLP, and Greenberg Traurig LLP.

Mr. Stone is a member of the bar in New York and California, and is admitted to practice before the United States District Courts for the Southern and Eastern Districts of New York, the Northern, Southern, and Central Districts of California, and the Court of Appeals for the Second and Third Circuits.

**SUSAN G. KUPFER** is a partner in the Firm's Berkeley office. Ms. Kupfer joined the Firm in 2003 and received her A.B. degree from Mount Holyoke College in 1969 and her Juris Doctor degree from Boston University School of Law in 1973. She did graduate work at Harvard Law School and, in 1977, was named Assistant Dean and Director of Clinical Programs at Harvard, supervising and teaching in that program of legal practice and related academic components.

For much of her legal career, Ms. Kupfer has been a professor of law. Her areas of academic expertise are Civil Procedure, Federal Courts, Conflict of Laws, Constitutional Law, Legal



Ethics, and Jurisprudence. She has taught at Harvard Law School, Hastings College of the Law, Boston University School of Law, Golden Gate University School of Law, and Northeastern University School of Law. From 1991 through 2002, she was a lecturer on law at the University of California, Berkeley, Boalt Hall, teaching Civil Procedure and Conflict of Laws. Her publications include articles on federal civil rights litigation, legal ethics, and jurisprudence. She has also taught various aspects of practical legal and ethical training, including trial advocacy, negotiation, and legal ethics, to both law students and practicing attorneys.

Ms. Kupfer previously served as corporate counsel to The Architects Collaborative in Cambridge and San Francisco, and was the Executive Director of the Massachusetts Commission on Judicial Conduct. She returned to the practice of law in San Francisco with Morgenstein & Jubelirer and Berman DeValerio LLP before joining the Firm.

Ms. Kupfer's practice is concentrated in complex antitrust litigation. She has served as Co-Lead Counsel in several multidistrict antitrust cases: *In re Photochromic Lens Antitrust Litig.* (MDL 2173, M.D. Fla. 2010); *In re Fresh and Process Potatoes Antitrust Litig.* (D. Id. 2011); *In re Korean Air Lines Antitrust Litig.* (MDL No. 1891, C.D. Cal. 2007); *In re Urethane Antitrust Litig.* (MDL 1616, D. Kan. 2004); *In re Western States Wholesale Natural Gas Litig.* (MDL 1566, D. Nev. 2005); and *Sullivan v. DB Investments* (D.N.J. 2004). She has been a member of the lead counsel teams that achieved significant settlements in: *In re Sorbates Antitrust Litig.* (\$96.5 million settlement); *In re Pillar Point Partners Antitrust Litig.* (\$50 million settlement); and *In re Critical Path Sec. Litig.* (\$17.5 million settlement).

Ms. Kupfer is a member of the bars of Massachusetts and California, and is admitted to practice before the United States District Courts for the Northern, Central, Eastern, and Southern Districts of California, the District of Massachusetts, the Courts of Appeals for the First and Ninth Circuits, and the U.S. Supreme Court.

**MARC L. GODINO** has extensive experience successfully litigating complex, class action lawsuits as a plaintiffs' lawyer. Mr. Godino has played a primary role in cases resulting in settlements of more than \$100 million. He has prosecuted securities, derivative, merger & acquisition, and consumer cases throughout the country in both state and federal court, as well as represented defrauded investors at FINRA arbitrations. Mr. Godino manages the Firm's consumer class action department.

While an associate with Stull Stull & Brody, Mr. Godino was one of the two primary attorneys involved in *Small v. Fritz Co.*, 30 Cal. 4th 167 (2003), in which the California Supreme Court created new law in the State of California for shareholders that held shares in detrimental reliance on false statements made by corporate officers. The decision was widely covered by national media including *The National Law Journal*, the *Los Angeles Times*, the *New York Times*, and the *New York Law Journal*, among others, and was heralded as a significant victory for shareholders.

Recent successes with the Firm include: *In re Magma Design Automation, Inc. Sec. Litig.*, Case No. 05-2394 (N.D. Cal.) (\$13,500,000 cash settlement for shareholders); *In re Hovnanian Enterprises, Inc. Sec. Litig.*, Case No. 08-cv-0099 (D.N.J.) (\$4,000,000 cash settlement for shareholders); *In re Skilled Healthcare Group, Inc. Sec. Litig.*, Case No. 09-5416 (C.D. Cal.)

(\$3,000,000 cash settlement for shareholders); *Kelly v. Phiten USA, Inc.*, Case No. 11-67 (S.D. Iowa) (\$3.2 million dollar cash settlement in addition to injunctive relief); *Shin v. BMW of North America*, 2009 WL 2163509 (C.D. Cal. July 16, 2009) (free replacement of cracked wheels); *Payday Advance Plus, Inc. v. MIVA, Inc.*, Case No. 06-1923 (S.D.N.Y.) (\$3,936,812 cash settlement for class members); *Villefranche v. HSBC Bank Nevada, N.A.*, Case No. 09-3693 (C.D. Cal.) (100% recovery to class members); *Esslinger v. HSBC Bank Nevada, N.A.*, Case No. 10-03213 (E.D. Pa.) (\$23.5 million settlement pending final approval); *In re Discover Payment Protection Plan Marketing and Sales Practices Litig.*, Case No. 10-06994 (\$10.5 million settlement).

Other published decisions include: *In re 2TheMart.com Sec. Litig.*, 114 F. Supp. 2d 955 (C.D. Cal. 2002) (motion to dismiss denied); *In re Irvine Sensors Sec. Litig.*, 2003 U.S. Dist. LEXIS 18397 (C.D. Cal. 2003) (motion to dismiss denied); *Shin v. BMW of North America*, 2009 WL 2163509 (C.D. Cal. July 16, 2009) (motion to dismiss denied); *In re Toyota Motor Corp. Hybrid Brake Marketing, Sales, Practices and Products Liability Litig.*, 2011 WL 6189467 (C.D. Cal. Dec. 13, 2011) (motion to compel arbitration denied).

Mr. Godino received his undergraduate degree from Susquehanna University with a Bachelor of Science degree in Business Management. He received his Juris Doctor degree from Whittier Law School in 1995.

Mr. Godino is admitted to practice before the State of California, the United States District Courts for the Central, Northern, and Southern Districts of California, the District of Colorado, and the Ninth Circuit Court of Appeals.

**EX KANO S. SAMS II** earned his Bachelor of Arts degree in Political Science from the University of California Los Angeles. Mr. Sams earned his Juris Doctor degree from the University of California Los Angeles School of Law, where he served as a member of the *UCLA Law Review*. After law school, Mr. Sams practiced class action civil rights litigation on behalf of plaintiffs. Subsequently, Mr. Sams was a partner at Coughlin Stoia Geller Rudman & Robbins LLP where his practice focused on securities and consumer class actions on behalf of investors and consumers.

Mr. Sams has served as lead counsel in dozens of securities class actions, shareholder derivative actions, and complex litigation cases throughout the United States. In conjunction with the efforts of co-counsel, Mr. Sams briefed and successfully obtained the reversal in the Ninth Circuit of an order dismissing class action claims brought pursuant to Sections 11 and 15 of the Securities Act of 1933. *Hemmer Group v. SouthWest Water Co.*, No 11-56154, 2013 WL 2460197 (9th Cir. June 7, 2013). Mr. Sams assisted in a successful appeal before a Fifth Circuit panel in which the court unanimously vacated the lower court's denial of class certification, reversed the lower court's grant of summary judgment, and issued an important decision on the issue of loss causation in securities litigation: *Alaska Electrical Pension Fund v. Flowserve Corp.*, 572 F.3d 221 (5th Cir. 2009). The case settled for \$55 million.

Mr. Sams has also obtained other significant results. Notable examples include: *Forbush v. Goodale*, No. 33538/2011, 2013 WL 582255 (N.Y. Sup. Feb. 4, 2013) (denying motions to dismiss in a shareholder derivative action); *Curry v. Hansen Med.*, No. C 09-5094 CW, 2012 WL

3242447 (N.D. Cal. Aug. 10, 2012) (upholding securities fraud complaint; case settled for \$8.5 million); *Wilkof v. Caraco Pharm. Labs.*, 280 F.R.D. 332 (E.D. Mich. 2012) (granting class certification); *Puskala v. Koss Corp.*, 799 F. Supp. 2d 941 (E.D. Wis. 2011) (upholding securities fraud complaint); *Mishkin v. Zynex Inc.*, Civil Action No. 09-cv-00780-REB-KLM, 2011 WL 1158715 (D. Colo. Mar. 30, 2011) (denying defendants' motion to dismiss securities fraud complaint); *Wilkof v. Caraco Pharm. Labs.*, No. 09-12830, 2010 WL 4184465 (E.D. Mich. Oct. 21, 2010) (upholding securities fraud complaint and cited favorably by the Eighth Circuit in *Public Pension Fund Grp. v. KV Pharm. Co.*, 679 F.3d 972, 981-82 (8th Cir. 2012)); and *Tsirekidze v. Syntax-Brilliant Corp.*, No. CV-07-02204-PHX-FJM, 2009 WL 2151838 (D. Ariz. July 17, 2009) (granting class certification; case settled for \$10 million).

Additionally, Mr. Sams has successfully represented consumers in class action litigation. Mr. Sams worked on nationwide litigation and a trial against major tobacco companies, and in statewide tobacco litigation that resulted in a \$12.5 billion recovery for California cities and counties in a landmark settlement. He also was a principal attorney in a consumer class action against one of the largest banks in the country that resulted in a substantial recovery and a change in the company's business practices. Mr. Sams also participated in settlement negotiations on behalf of environmental organizations along with the United States Department of Justice and the Ohio Attorney General's Office that resulted in a consent decree requiring a company to perform remediation measures to address the effects of air and water pollution.

Mr. Sams is a member of the Los Angeles County Bar Association, the John M. Langston Bar Association, the Consumer Attorneys of California, the Association of Business Trial Lawyers, and Public Justice. Mr. Sams regularly volunteers at the Brookins Legal Clinic at Brookins Community A.M.E. Church to provide pro bono legal services to low-income and underrepresented individuals in South Central Los Angeles. Mr. Sams also serves as a mentor to law students through the John M. Langston Bar Association.

**CASEY E. SADLER** graduated from the University of Southern California, Gould School of Law and joined the Firm in 2010. While attending law school, Mr. Sadler externed for the Enforcement Division of the Securities and Exchange Commission, spent a summer working for P.H. Parekh & Co. -- one of the leading appellate law firms in New Delhi, India -- and was a member of USC's Hale Moot Court Honors Program.

Mr. Sadler is a partner in the Firm's Los Angeles office and he concentrates in securities and consumer litigation. Mr. Sadler is admitted to the State Bar of California, and the United States District Courts for the Northern, Southern, and Central Districts of California.

**JOSEPH D. COHEN** has extensive complex civil litigation experience, and currently oversees the firm's settlement department, negotiating, documenting, and obtaining court approval of the firm's securities, merger, and derivative settlements.

Prior to joining the firm, Mr. Cohen successfully prosecuted numerous securities fraud, consumer fraud, antitrust and constitutional law cases in federal and state courts throughout the country. Cases in which Mr. Cohen took a lead role include: *Jordan v. California Dep't of Motor Vehicles*, 100 Cal. App. 4<sup>th</sup> 431 (2002) (complex action in which the California Court of Appeal held that California's Non-Resident Vehicle \$300 Smog Impact Fee violated the

Commerce Clause of the United States Constitution, paving the way for the creation of a \$665 million fund and full refunds, with interest, to 1.7 million motorists); *In re Geodyne Res., Inc. Sec. Litig.* (Harris Cty. Tex.) (settlement of securities fraud class action, including related litigation, totaling over \$200 million); *In re Cmty. Psychiatric Centers Sec. Litig.* (C.D. Cal.) (settlement of \$55.5 million was obtained from the company and its auditors, Ernst & Young, LLP); *In re McLeodUSA Inc., Sec. Litig.* (N.D. Iowa) (\$30 million settlement); *In re Arakis Energy Corp. Sec. Litig.* (E.D.N.Y.) (\$24 million settlement); *In re Metris Cos., Inc., Sec. Litig.* (D. Minn.) (\$7.5 million settlement); *In re Landry's Seafood Rest., Inc. Sec. Litig.* (S.D. Tex.) (\$6 million settlement); and *Freedman v. Maspeth Fed. Loan and Savings Ass'n*, (E.D.N.Y.) (favorable resolution of issue of first impression under RESPA resulting in full recovery of improperly assessed late fees).

Mr. Cohen was also a member of the teams that obtained substantial recoveries in the following cases: *In re: Foreign Exchange Benchmark Rates Antitrust Litig.* (S.D.N.Y.) (partial settlements of approximately \$2 billion); *In re Washington Mutual Mortgage-Backed Sec. Litig.* (W.D. Wash.) (settlement of \$26 million); *Mylan Pharm., Inc. v. Warner Chilcott Public Ltd.* (E.D. Pa.) (\$8 million recovery in antitrust action on behalf of class of indirect purchasers of the prescription drug Doryx); *City of Omaha Police and Fire Ret. Sys. v. LHC Group* (W.D. La.) (securities class action settlement of \$7.85 million); and *In re Pacific Biosciences of Cal., Inc. Sec. Litig.* (Cal. Super. Ct.) (\$7.6 million recovery).

In addition, Mr. Cohen was previously the head of the settlement department at Bernstein Litowitz Berger & Grossmann LLP. While at BLB&G, Mr. Cohen had primary responsibility for overseeing the team working on the following settlements, among others: *In Re Merck & Co., Inc. Sec., Deriv. & "ERISA" Litig.* (D.N.J.) (\$1.062 billion securities class action settlement); *New York State Teachers' Ret. Sys. v. General Motors Co.* (E.D. Mich.) (\$300 million securities class action settlement); *In re JPMorgan Chase & Co. Sec. Litig.* (S.D.N.Y.) (\$150 million settlement); *Dep't of the Treasury of the State of N.J. and its Division of Inv. v. Cliffs Natural Res. Inc.* (N.D. Ohio) (\$84 million); *In re Penn West Petroleum Ltd. Sec. Litig.* (S.D.N.Y.) (\$19.76 million settlement); and *In re BioScrip, Inc. Sec. Litig.* (\$10.9 million settlement).

**MATTHEW M. HOUSTON**, a partner in the firm's New York office, graduated from Boston University School of Law in 1988. Mr. Houston is an active member of the Bar of the State of New York and an inactive member of the bar for the Commonwealth of Massachusetts. Mr. Houston is also admitted to the United States District Courts for the Southern and Eastern Districts of New York and the District of Massachusetts, and the Second, Seventh, Ninth, and Eleventh Circuit Courts of Appeals of the United States. Mr. Houston repeatedly has been selected as a New York Metro Super Lawyer.

Mr. Houston has substantial courtroom experience involving complex actions in federal and state courts throughout the country. Mr. Houston was co-lead trial counsel in one the few ERISA class action cases taken to trial asserting breach of fiduciary duty claims against plan fiduciaries, *Brieger v. Tellabs, Inc.*, No. 06-CV-01882 (N.D. Ill.), and has successfully prosecuted many ERISA actions, including *In re Royal Ahold N.V. Securities and ERISA Litig.*, Civil Action No. 1:03-md-01539. Mr. Houston has been one of the principal attorneys litigating claims in multi-district litigation concerning employment classification of pickup and delivery drivers and primarily responsible for prosecuting ERISA class claims resulting in a \$242,000,000 settlement;



*In re FedEx Ground Package Inc. Employment Practices Litig.*, No. 3:05-MD-527 (MDL 1700). Mr. Houston recently presented argument before the Eleventh Circuit Court of Appeals on behalf of a class of Florida pickup and delivery drivers obtaining a reversal of the lower court's grant of summary judgment. Mr. Houston represented the interests of Nevada and Arkansas drivers employed by FedEx Ground obtaining significant recoveries on their behalf. Mr. Houston also served as lead counsel in multi-district class litigation seeking to modify insurance claims handling practices; *In re UnumProvident Corp. ERISA Benefits Denial Actions*, No. 1:03-cv-1000 (MDL 1552).

Mr. Houston has played a principal role in numerous derivative and class actions wherein substantial benefits were conferred upon plaintiffs: *In re: Groupon Deriv. Litig.*, No. 12-cv-5300 (N.D. Ill. 2012) (settlement of consolidated derivative action resulting in sweeping corporate governance reform estimated at \$159 million); *Bangari v. Lesnik*, No. 11 CH 41973 (Illinois Circuit Court, County of Cook) (settlement of claim resulting in payment of \$20 million to Career Education Corporation and implementation of extensive corporate governance reform); *In re Diamond Foods, Inc. Shareholder Litig.*, No. CGC-11-515895 (California Superior Court, County of San Francisco) (\$10.4 million in monetary relief including a \$5.4 million clawback of executive compensation and significant corporate governance reform); *Pace Amer. Shareholder Litig.*, 94-92 TUC-RMB (securities fraud class action settlement resulting in a recovery of \$3.75 million); *In re Bay Finan. Sec. Litig.*, Master File No. 89-2377-DPW (D. Mass.) (settlement of action based upon federal securities law claims resulting in class recovery in excess of \$3.9 million); and *Goldsmith v. Tech. Solutions Co.*, 92 C 4374 (N.D. Ill. 1992) (recovery of \$4.6 million as a result of action alleging false and misleading statements regarding revenue recognition).

In addition to numerous employment and derivative cases, Mr. Houston has litigated actions asserting breach of fiduciary duty in the context of mergers and acquisitions. Mr. Houston has been responsible for securing millions of dollars in additional compensation and structural benefits for shareholders of target companies: *In re Instinet Group, Inc. Shareholders Litig.*, C.A. No. 1289 (Del. Ch.); *Jasinover v. The Rouse Co.*, Case No. 13-C-04-59594 (Maryland Circuit Court); *McLaughlin v. Household Int'l, Inc.*, Case No. 02 CH 20683 (Ill. Circuit Court); *Sebesta v. The Quizno's Corp.*, Case No. 2001 CV 6281 (Col. District Court); *Crandon Capital Partners v. Kimmel*, C.A. No. 14998 (Del. Ch.); and *Crandon Capital Partners v. Kimmel*, C.A. No. 14998 (Del. Ch. 1996) (settlement whereby acquiring company provided an additional \$10.4 million in merger consideration).

**DANIELLA QUITT**, a partner in the firm's New York office, graduated from Fordham University School of Law in 1988, is a member of the Bar of the State of New York, and is also admitted to the United States District Courts for the Southern and Eastern Districts of New York and the United States Courts of Appeals for the Second, Fifth, and Ninth Circuits.

Ms. Quitt has extensive experience in successfully litigating complex class actions from inception to trial and has played a significant role in numerous actions wherein substantial benefits were conferred upon plaintiff shareholders, such as *In re Safety-Kleen Corp. Stockholders Litig.* (D.S.C.) (settlement fund of \$44.5 million); *In re Laidlaw Stockholders Litig.* (D.S.C.) (settlement fund of \$24 million); *In re UNUMProvident Corp. Sec. Litig.* (D. Me.) (settlement fund of \$45 million); *In re Harnischfeger Ind.* (E.D. Wisc.) (settlement fund of \$10.1

million); *In re Oxford Health Plans, Inc. Deriv. Litig.* (S.D.N.Y.) (settlement benefit of \$13.7 million and corporate therapeutics); *In re JWP Inc. Sec. Litig.* (S.D.N.Y.) (settlement fund of \$37 million); *In re Home Shopping Network, Inc., Deriv. Litig.* (S.D. Fla.) (settlement benefit in excess of \$20 million); *In re Graham-Field Health Products, Inc. Sec. Litig.* (S.D.N.Y.) (settlement fund of \$5.65 million); *Benjamin v. Carusona* (E.D.N.Y.) (prosecuted action on behalf of minority shareholders which resulted in a change of control from majority-controlled management); *In re Rexel Shareholder Litig.* (Sup. Ct. N.Y. County) (settlement benefit in excess of \$38 million); and *Croyden Assoc. v. Tesoro Petroleum Corp.* (Del. Ch.) (settlement benefit of \$19.2 million).

In connection with the settlement of *Alessi v. Beracha*, (Del. Ch.), a class action brought on behalf of the former minority shareholders of Earthgrains, Chancellor Chandler commented: “I give credit where credit is due, Ms. Quitt. You did a good job and got a good result, and you should be proud of it.”

Ms. Quitt has focused her practice on shareholder rights and ERISA class actions but also handles general commercial and consumer litigation. Ms. Quitt serves as a member of the S.D.N.Y. ADR Panel and has been consistently selected as a New York Metro Super Lawyer.

**BENJAMIN I. SACHS-MICHAELS**, a partner in the firm’s New York office, graduated from Benjamin N. Cardozo School of Law in 2011. His practice focuses on shareholder derivative litigation and class actions on behalf of shareholders and consumers.

While in law school, Mr. Sachs-Michaels served as a judicial intern to Senior United States District Judge Thomas J. McAvoy in the United States District Court for the Northern District of New York and was a member of the Cardozo Journal of Conflict Resolution.

Mr. Sachs-Michaels is a member of the Bar of the State of New York. He is also admitted to the United States District Courts for the Southern and Eastern Districts of New York and the United States Court of Appeals for the Second Circuit.

#### **SENIOR COUNSEL**

**JASON L. KRAJCKER** is senior counsel in the firm’s Los Angeles office. He specializes in complex securities cases and has extensive experience in all phases of litigation (fact investigation, pre-trial motion practice, discovery, trial, and appeal).

Prior to joining Glancy Prongay & Murray LLP, Mr. Krajcer was an associate at Goodwin Procter LLP where he represented issuers, officers, and directors in multi-hundred million and billion dollar securities cases. He began his legal career at Orrick, Herrington & Sutcliffe LLP, where he represented issuers, officers, and directors in securities class actions, shareholder derivative actions, and matters before the SEC.

Mr. Krajcer is admitted to the State Bar of California, the Bar of the District of Columbia, the United States Supreme Court, the Ninth Circuit Court of Appeals, and the United States District Courts for the Central and Southern Districts of California.

## ASSOCIATES

**GARTH A. SPENCER** joined the firm in 2016 and is based in the Los Angeles office. His work includes securities, antitrust, and consumer litigation. Mr. Spencer also works on whistleblower matters. Mr. Spencer received his B.A. in Mathematics from Grinnell College in 2006. He received his J.D. in 2011 from Duke University School of Law, where he was a staff editor on the Duke Law Journal. From 2011 until 2014 he worked in the tax group of a large, international law firm. Since 2014 he has worked on tax whistleblower matters. Immediately prior to joining Glancy Prongay & Murray, Mr. Spencer attended New York University where he received an LL.M. in Taxation.

**THOMAS J. KENNEDY** works out of the New York office, where he concentrates on securities, antitrust, and consumer litigation. He received a Juris Doctor degree from St. John's University School of Law in 1995. At St. John's, he was a member of the ST. JOHN'S JOURNAL OF LEGAL COMMENTARY. Mr. Kennedy graduated from Miami University in 1992 with a Bachelor of Science degree in Accounting and has passed the CPA exam. Mr. Kennedy was previously associated with the law firm Murray Frank LLP.

**LEANNE HEINE SOLISH** joined Glancy Prongay & Murray LLP in 2012. Ms. Solish graduated *summa cum laude* from Tulane University with a B.S.M. in Accounting and Finance in 2007, and she received her J.D. from the University of Texas School of Law in 2011. While attending law school, Ms. Solish was an editor for the Texas International Law Journal, a student attorney for the Immigration and Worker Rights Clinics, and she externed with MALDEF and the Texas Civil Rights Project. Ms. Solish is a member of the Beta Gamma Sigma Business Honors Society. She is a registered CPA in Illinois and was admitted to the California State Bar in 2011.

**CHRISTOPHER FALLON** joined the firm in 2013 specializing in securities, consumer, and anti-trust litigation. Prior to joining the firm, Mr. Fallon was a contract attorney with O'Melveny & Myers LLP working on anti-trust and business litigation disputes. He is a Certified E-Discovery Specialist through the Association of Certified E-Discovery Specialists (ACEDS).

Mr. Fallon earned his J.D. and a Certificate in Dispute Resolution from Pepperdine Law School in 2004. While attending law school, Mr. Fallon worked at the Pepperdine Special Education Advocacy Clinic and interned with the Rhode Island Office of the Attorney General. Prior to attending law school, he graduated from Boston College with a Bachelor of Arts in Economics and a minor in Irish Studies, then served as Deputy Campaign Finance Director on a U.S. Senate campaign.

**CHARLES H. LINEHAN** joined the Firm in 2015. Mr. Linehan graduated *summa cum laude* from the University of California, Los Angeles with a Bachelor of Arts degree in Philosophy and a minor in Mathematics. Mr. Linehan received his Juris Doctor degree from the UCLA School of Law, where he was a member of the UCLA Moot Court Honors Board. While attending law school, Mr. Linehan participated in the school's First Amendment Amicus Brief Clinic (now the



Scott & Cyan Banister First Amendment Clinic) where he worked with nationally recognized scholars and civil rights organizations to draft amicus briefs on various Free Speech issues.

**MELISSA WRIGHT** joined the Firm in 2014. Melissa received her J.D. from the UC Davis School of Law in 2012, where she was a board member of Tax Law Society and externed for the California Board of Equalization's Tax Appeals Assistance Program focusing on consumer use tax issues. Melissa also graduated from NYU School of Law, where she received her LL.M. in Taxation in 2013.

**NATALIE S. PANG** is an associate in the firm's Los Angeles office. Ms. Pang has advocated on behalf of thousands of consumers during her career. Ms. Pang has extensive experience in case management and all facets of litigation: from a case's inception through the discovery process—including taking and defending depositions and preparing witnesses for depositions and trial—mediation and settlement negotiations, pretrial motion work, trial and post-trial motion work.

Prior to joining the firm, Ms. Pang lead the mass torts department of her last firm, where she managed the cases of over two thousand individual clients. There, Ms. Pang worked on a wide variety of complex state and federal matters which included cases involving pharmaceutical drugs, medical devices, auto defects, toxic torts, false advertising, and uninhabitable conditions. Ms. Pang was also trial counsel in the notable case, *Acosta et al. v. City of Long Beach et al.* (BC591412) which was brought on behalf of residents of a mobile home park built on a former trash dump and resulted in a \$39.5 million verdict after an eleven-week jury trial in Los Angeles Superior Court.

Ms. Pang received her J.D. from Loyola Law School. While in law school, Ms. Pang received a Top 10 Brief Award as a Scott Moot Court competitor, was chosen to be a member of the Scott Moot Court Honor's Board, and competed as a member of the National Moot Court Team. Ms. Pang was also a Staffer and subsequently an Editor for Loyola's Entertainment Law Review as well as a Loyola Writing Tutor. During law school, Ms. Pang served as an extern for: the Hon. Rolf Treu (Los Angeles Superior Court), the Los Angeles City Attorney's Office, and the Federal Public Defender's Office. Ms. Pang obtained her undergraduate degree from the University of Southern California and worked in the healthcare industry prior to pursuing her career in law.

**PAVITHRA RAJESH** is a litigation associate in the firm's Los Angeles office. She specializes in fact discovery, including pre-litigation investigation, and develops legal theories in securities, derivative, and privacy-related matters.

Ms. Rajesh has unique writing experience from her judicial externship for the Patent Pilot Program in the United States District Court for the Central District of California, where she worked closely with the Clerk and judges in the program on patent cases. Drawing from this experience, Ms. Rajesh is passionate about expanding the firm's Intellectual Property practice, and she engages with experts to understand complex technology in a wide range of patents, including network security and videogame electronics.

Ms. Rajesh graduated from University of California, Santa Barbara with a Bachelor of Science degree in Mathematics and a Bachelor of Arts degree in Psychology. She received her Juris Doctor degree from UCLA School of Law. While in law school, Ms. Rajesh was an Associate Editor for the UCLA Law Review.

**RAY D. SULENTIC** prosecutes complex class actions for GPM. He enjoys advocating for investors because he used to be one. Before law school, Mr. Sulentic worked on Wall Street for roughly a decade—on both the buy-side, and the sell-side. His experience includes working as a former Director of Investments for a private equity fund; a special situations analyst for a \$10.0 billion multi-asset class hedge fund; and as a sell-side equity and commodity analyst for Bear Stearns & Co. Inc. While at Bear Stearns, Mr. Sulentic’s investment analysis was featured in Barron’s.

Since leaving the investment world, Mr. Sulentic received his early legal training from one of the largest law firms in the world, where he defended multinational corporations in securities suits and government investigations.

While in law school, Mr. Sulentic authored several seminar papers on securities law topics including on: whether SLUSA conferred exclusive jurisdiction to federal courts deciding cases under the Securities Act of 1933; how to overcome a corporation’s unilaterally adopted bylaw amendment purporting to confer exclusive forum in Delaware; and on the proliferation of appraisal arbitration actions and whether public policy supports the Delaware Court of Chancery’s role as an arbiter of market value.

He holds a B.S.M. in Finance from Tulane University; an M.B.A. with a concentration in Finance from Georgetown University; and a J.D. from the UCLA School of Law. The synergy of his finance and legal education and experience makes him well-suited for disputes related to complex accounting frauds, market manipulation matters, valuation disputes, and damages.

**CHASE M. STERN** is a Senior Associate based out of the firm’s Los Angeles office. Mr. Stern concentrates his practice on complex commercial litigation, with a particular emphasis on securities fraud and consumer protection class actions, as well as shareholder derivative matters. For nearly a decade, Mr. Stern’s practice has been largely dedicated to representing individual and corporate entity plaintiffs in complex commercial and class action litigation in state and federal courts throughout the country. Mr. Stern’s work and experience over the course of his career have proven instrumental in vindicating his clients’ rights and helping recover tens of millions of dollars on their behalf. His work and experience have also led to his recent recognition as a Super Lawyers® Rising Star for 2022 – 2023.

Mr. Stern holds a B.S. in Finance and Entrepreneurship & Emerging Enterprises from Syracuse University and a J.D. from California Western School of Law, graduating from both institutions with honors.

Mr. Stern is also a certified contract advisor/agent with the National Football League Players Association (NFLPA).

**HOLLY HEATH** specializes in managing all aspects of discovery and trial preparation in securities and consumer fraud class actions. Since joining the firm in 2017, Ms. Heath has participated in cases that have led to over \$100 million in recoveries for consumers and investors.

Ms. Heath started her career at a boutique business law firm in Century City that targeted trademark infringement. After that, Ms. Heath worked as a contract attorney for several New York firms including Gibson Dunn and Sullivan & Cromwell. Ms. Heath has handled various complex litigation matters such as patent infringement, anti-trust, and banking regulations.

While in law school, Ms. Heath advocated for children's rights at Children's Legal Services and served as a student attorney for Greater Boston Legal Services.

**ROBERT YAN** is an associate specializing in international cases involving foreign language documents and foreign clients. He has expertise in all aspects of pre-trial litigation, including document productions, deposition preparation, deposition outlines, witness preparation, compilation of privilege logs, and translation of documents into English. He has served as team lead for various document review projects, conducted QC on large document populations, and worked with lead counsel to meet production deadlines.

Robert is a native speaker of Mandarin Chinese and fluent in Japanese. Robert has volunteered his services in the Los Angeles area including at the Elder Law Clinic and monthly APABA Pro Bono Legal Help Clinic. In his free time, Robert likes to play tennis and dodgeball and watches Jeopardy every day with his wife.

#### OF COUNSEL

**PETER A. BINKOW** has prosecuted lawsuits on behalf of consumers and investors in state and federal courts throughout the United States. He served as Lead or Co-Lead Counsel in many class action cases, including: *In re Mercury Interactive Sec. Litig.* (\$117.5 million recovery); *Schleicher v. Wendt* (Conseco Securities litigation - \$41.5 million recovery); *Lapin v Goldman Sachs* (\$29 million recovery); *In re Heritage Bond Litigation* (\$28 million recovery); *In re National Techteam Sec. Litig.* (\$11 million recovery for investors); *In re Lason Inc. Sec. Litig.* (\$12.68 million recovery), *In re ESC Medical Systems, Ltd. Sec. Litig.* (\$17 million recovery); and many others. In *Schleicher v Wendt*, Mr. Binkow successfully argued the seminal Seventh Circuit case on class certification, in an opinion authored by Chief Judge Frank Easterbrook. He has argued and/or prepared appeals before the Ninth Circuit, Seventh Circuit, Sixth Circuit, and Second Circuit Courts of Appeals.

Mr. Binkow joined the Firm in 1994, became a partner in 2002, and took Of Counsel status in 2015. Mr. Binkow obtained a Bachelor of Arts degree from the University of Michigan in 1988 and a Juris Doctor degree from the University of Southern California in 1994.

**MARK S. GREENSTONE** concentrates on consumer, financial fraud, and employment-related class actions. Possessing significant law and motion and trial experience, Mr. Greenstone has represented clients in multi-million dollar disputes in California state and federal courts, as well as the Court of Federal Claims in Washington, D.C.

Mr. Greenstone received his training as an associate at Sheppard, Mullin, Richter & Hampton LLP where he specialized in complex business litigation relating to investment management, government contracts and real estate. Upon leaving Sheppard Mullin, Mr. Greenstone founded an internet-based company offering retail items on multiple platforms nationwide. He thereafter returned to law bringing a combination of business and legal skills to his practice.

Mr. Greenstone graduated Order of the Coif from the UCLA School of Law. He also received his undergraduate degree in Political Science from UCLA, where he graduated Magna Cum Laude and was inducted into the Phi Beta Kappa honor society.

Mr. Greenstone is a member of the Consumer Attorneys Association of Los Angeles, the Santa Monica Bar Association and the Beverly Hills Bar Association. He is admitted to practice in state and federal courts throughout California.

**ERIKA SHAPIRO** has extensive experience in a broad range of litigation matters. Until 2019, Erika's work primarily focused on complex antitrust cases involving pharmaceutical companies, and through this work, she helped successfully defend pharmaceutical companies against antitrust and unfair competition allegations, with a particular concentration on the Hatch-Waxman Act, product hopping, and reverse payment settlement allegations. As of 2019, Erika has represented clients in a vast array of litigation, including commercial real estate matters, with a particular focus on the global COVID-19 pandemic's impact on commercial real estate, bankruptcy matters, commercial litigation involving breach of contract, tort, trademark infringement, and trusts and estates law with a focus on will contests. Erika has further managed multiple cases defending physicians and hospitals against allegations of malpractice.

Erika is committed to the academic community, and is the Founder and CEO of Study Songs, an app aimed at helping students study for the multistate bar exam through melodies contained in over 80 original songs and through pop-up definitions of over 1200 legal terms and concepts.

Erika's publications include: *Third Circuit Holds, "Give Peace a Chance": The De Beers Litigation and the Potential Power of Settlement*, Jack E. Pace, III, Erika L. Shapiro, 27-SPG Antitrust 48 (2013).

**ROBERT I. HARWOOD** graduated from William and Mary Law School in 1971, and has specialized in securities law and securities litigation since beginning his career in 1972 at the Enforcement Division of the New York Stock Exchange. Mr. Harwood was a founding member of Harwood Feffer LLP. He has prosecuted numerous securities, class, derivative, and ERISA actions. He is a member of the Trial Lawyers' Section of the New York State Bar Association and has served as a guest lecturer at trial advocacy programs sponsored by the Practicing Law Institute. In a statewide survey of his legal peers published by Super Lawyers Magazine, Mr. Harwood has been consistently selected as a "New York Metro Super Lawyer." Super Lawyers are the top five percent of attorneys in New York, as chosen by their peers and through the independent research. He is also a Member of the Board of Directors of the MFY Legal Services Inc., which provides free legal representation in civil matters to the poor and the mentally ill in New York City. Since 1999, Mr. Harwood has also served as a Village Justice for the Village of Dobbs Ferry, New York.

Commenting on Mr. Harwood's abilities, in *In re Royal Dutch/Shell Transport ERISA Litig.*, (D.N.J.), Judge Bissell stated: "the Court knows the attorneys in the firms involved in this matter and they are highly experienced and highly skilled in matters of this kind. Moreover, in this case it showed. Those efforts were vigorous, imaginative and prompt in reaching the settlement of this matter with a minimal amount of discovery . . . . So both skill and efficiency were brought to the table here by counsel, no doubt about that."

Likewise, Judge Hurley stated in connection with *In re Olsten Corp. Sec. Litig.*, No. 97 CV-5056 (E.D.N.Y. Aug. 31, 2001), wherein a settlement fund of \$24.1 million was created: "The quality of representation here I think has been excellent." Mr. Harwood was lead attorney in *Meritt v. Eckerd*, No. 86 Civ. 1222 (E.D.N.Y. May 30, 1986), where then-Chief Judge Weinstein observed that counsel conducted the litigation with "speed and skill" resulting in a settlement having a value "in the order of \$20 Million Dollars." Mr. Harwood prosecuted the *Hoeniger v. Aylsworth* class action litigation in the United States District Court for the Western District of Texas (No. SA-86-CA-939), which resulted in a settlement fund of \$18 million. Mr. Harwood served as co-lead counsel in *In Re Interco Inc. Shareholders Litig.*, Consolidated C.A. No. 10111 (Del. Ch.) (May 25, 1990), resulting in a settlement of \$18.5 million, where V.C. Berger found, "This is a case that has an extensive record that establishes it was very hard fought. There were intense efforts made by plaintiffs' attorneys and those efforts bore very significant fruit in the face of serious questions as to ultimate success on the merits."

Mr. Harwood served as lead counsel in *Morse v. McWhorter* (M.D. Tenn.), in which a settlement fund of \$49.5 million was created for the benefit of the Class, as well as *In re Bank One Sec. Litig.*, (N.D. Ill.), which resulted in the creation of a \$45 million settlement fund. Mr. Harwood also served as co-lead counsel in *In re Safety-Kleen Corp. Stockholders Litig.* (D.S.C.), which resulted in a settlement fund of \$44.5 million; *In re Laidlaw Stockholders Litig.* (D.S.C.), which resulted in a settlement fund of \$24 million; *In re AIG ERISA Litig.* (S.D.N.Y.), which resulted in a settlement fund of \$24.2 million; *In re JWP Inc. Sec. Litig.* (S.D.N.Y.), which resulted in a \$37 million settlement fund; *In re Oxford Health Plans, Inc. Deriv. Litig.* (S.D.N.Y.), which resulted in a settlement benefit of \$13.7 million and corporate therapeutics; and *In re UNUMProvident Corp. Sec. Litig.* (D. Me.), which resulted in the creation of settlement fund of \$45 million. Mr. Harwood was also one of the lead attorneys in litigating claims in *In re FedEx Ground Package Inc. Employment Practices Litig.*, No. 3:05-MD-527 (MDL 1700), a multi-district litigation concerning employment classification of pickup and delivery drivers which resulted in a \$242,000,000 settlement.

**EXHIBIT E****TOTAL  
AUDIENCE VIEW EXPENSES**

Inception through December 30, 2024

<b>CATEGORY</b>	<b>AMOUNT INCURRED</b>
Court Costs	\$1,216.46
Process Service	\$98.00
Computer Research	\$230.58
Travel, Meals & Lodging	\$2,666.85
Mediation Fees	\$13,257.77
<b>TOTAL</b>	<b>\$17,469.66</b>

**UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF NEW YORK**

<p>JADYN NEWMAN, individually and on behalf of classes of similarly situated individuals,</p> <p style="text-align: center;">Plaintiffs,</p> <p style="text-align: center;">v.</p> <p>AUDIENCEVIEW TICKETING CORPORATION and UNIVERSITYTICKETS.COM, INC.,</p> <p style="text-align: center;">Defendants.</p>	<p>Case No.: 1:23-cv-03764-VEC</p>
<p>RICHARD Z. TOLEDO, individually and on behalf of classes of similarly situated individuals,</p> <p style="text-align: center;">Plaintiffs,</p> <p style="text-align: center;">v.</p> <p>AUDIENCEVIEW TICKETING CORPORATION and UNIVERSITYTICKETS.COM, INC.,</p> <p style="text-align: center;">Defendants.</p>	

**DECLARATION OF D. ANTHONY MASTANDO**

I, D. Anthony Mastando, declare and state as follows:

1. I am a partner at the law firm Mastando & Artrip, LLC, counsel of record for Plaintiffs in this matter. I am a member in good standing of the bar of the State of Alabama, among others. I respectfully submit this Declaration in Support of Plaintiffs' Motion for Attorneys' Fees, Reimbursement of Litigation Expenses, and Class Representative Service Awards. I have personal




knowledge of the facts set forth in this affidavit, and if called upon to testify, I could and would competently testify thereto.

2. Attached hereto as Exhibit A is a lodestar chart exhibiting the hours worked and hourly rates of the attorneys and professional staff in my firm.

3. The only expense my firm had in this case is \$3,265.63 in mediator expenses.

Dated: December 30, 2024  
Huntsville, AL

By:   
\_\_\_\_\_  
D. Anthony Mastando

# **EXHIBIT A**

**AUDIENCE VIEW**

MASTANDO & ARTRIP, LLC

Inception through December 30, 2024

NAME	TOTAL HOURS	HOURLY RATE	LODESTAR
D. Anthony Mastando (P)	45.8	\$600	\$27,480.00
Eric J. Artrip (P)	21.6	\$600	\$12,960.00
Naomi Atkins (PL)	27.3	\$150	\$4,095.00

TOTAL	94.7		\$44,535
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(P) Partner  
(PL) Paralegal

**UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF NEW YORK**

<p>JADYN NEWMAN, individually and on behalf of classes of similarly situated individuals,</p> <p style="text-align: center;">Plaintiffs,</p> <p style="text-align: center;">v.</p> <p>AUDIENCEVIEW TICKETING CORPORATION and UNIVERSITYTICKETS.COM, INC.,</p> <p style="text-align: center;">Defendants.</p>	<p>Case No.: 1:23-cv-03764-VEC</p>
<p>RICHARD Z. TOLEDO, individually and on behalf of classes of similarly situated individuals,</p> <p style="text-align: center;">Plaintiffs,</p> <p style="text-align: center;">v.</p> <p>AUDIENCEVIEW TICKETING CORPORATION and UNIVERSITYTICKETS.COM, INC.,</p> <p style="text-align: center;">Defendants.</p>	

**DECLARATION OF MASON BARNEY**

I, Mason Barney, declare and state as follows:

1. I am a partner at the law firm Siri & Glimstad LLP, counsel of record for Plaintiffs in this matter. My firm resume is attached hereto as Exhibit A. I am a member in good standing of the bar of the State of New York. I respectfully submit this Declaration in Support of Plaintiffs’ Motion for Attorneys’ Fees, Reimbursement of Litigation Expenses, and Class Representative

Service Awards. I have personal knowledge of the facts set forth in this affidavit, and if called upon to testify, I could and would competently testify thereto.

2. Attached hereto as Exhibit B is a lodestar chart exhibiting the hours worked and hourly rates of the attorneys and paralegals in my firm. Where multiple rates are listed for an attorney or paralegal, the first rate corresponds with our Firm's 2023 rates, and the second rate corresponds with our Firm's 2024 rates.

3. These rates have recently been accepted in a number of data breach class action settlements across the country. *See, e.g., Boudreaux, et al. v. Systems East, Inc.*, Case No. 5:23-cv-01498-DNH-ML (N.D.N.Y. Dec. 4, 2024); *In re: Planet Home Lending, LLC Data Breach*, Case No. 3:24-cv-127-KAD (D. Conn. Nov. 18, 2024); *Cimino et al. v. ETZ Hayim Holdings S.P.C., d/b/a Lazarus Naturals*, Case No 3:23-cv-01185-JR (D. Or. September 11, 2024); *Medina v. Albertsons Companies, Inc.*, Case No. 1:23-cv-00480-MN, Dkt. No. 34 (D. Del. April 6, 2024); *In re Sovos Compliance Data Security Incident Litigation*, No. 1:23-cv-12100, Dkt. No. 51 (D. Mass. July 23, 2024); and *Carter et al. v. Vivendi Ticketing US LLC b/b/a See Tickets*, Case No. 22-01981-CJC (DFMx), Dkt No. 53 (C.D. Cal. Oct. 30, 2023).

4. The only expense my firm had in this case is \$3,265.63 in mediator expenses.

Dated: December 30, 2024

New York, New York

By: /s/ Mason A. Barney

# **EXHIBIT A**

# Siri | Glimstad



FIRM RESUME





## Class Action Practice Group

With attorneys across the country, Siri & Glimstad LLP represents clients from coast to coast in class actions and mass torts in state and federal courts. Utilizing decades of experience at major global law firms, we tackle each dispute with a sophisticated, strategic approach, and we fight hard for every one of our clients.

### Offices Nationwide

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New York, NY 10151

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Phoenix, AZ 85028

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700 S Flower Street • Ste 1000  
Los Angeles, CA 90017

#### **CHARLOTTE**

525 North Tryon Street • Ste 1600  
Charlotte, NC 28202

**1-888-SIRI-LAW (747-4529)**

### Admitted States

Alabama • Arizona • California • Connecticut • District of Columbia • Florida • Illinois  
Kentucky • Massachusetts • Maryland • Michigan • Mississippi • New Jersey  
New York • North Carolina • Oklahoma • Oregon • Pennsylvania  
South Carolina • Tennessee • Texas • Virginia



## Attorney Profiles

### Aaron Siri

#### *Managing Partner*

Aaron Siri is the Managing Partner of Siri & Glimstad LLP and has extensive experience in a wide range of complex civil litigation matters, with a focus on civil rights, class actions, and commercial litigation.

Mr. Siri has successfully litigated numerous civil rights cases, prosecuted class actions against large corporations resulting in payments to hundreds of thousands of Americans, and has acted as counsel to clients in multiple commercial disputes exceeding one billion dollars, including regarding Oracle Team's challenge for the America's Cup and the collapse of the World Trade Center.



Prior to founding Siri & Glimstad, Mr. Siri was a litigation attorney at Latham & Watkins for over five years. Before Latham, Mr. Siri clerked for the Chief Justice of the Supreme Court of Israel from 2004-2005 where he advised the Chief Justice of relevant American, English (including Commonwealth Countries), and International Law precedents for cases of first impression.

Mr. Siri has also been involved in various pro-bono matters, including representation of asylum applicants, housing discrimination victims, and non-profit organizations in tenant-landlord disputes, as well as being chosen as a Frank C. Newman delegate to present a paper he authored before the United Nations Human Rights Sub-Commission.

Mr. Siri earned his law degree at the University of California, Berkeley School of Law where he received four Prosser Prizes and ten High Honors. He was also the Editor-in-Chief and founder of the Berkeley Business Law Journal, which he developed into a nationally recognized publication, and was ranked as the leading commercial law journal in the country.

Prior to law school, Mr. Siri was an auditor at Arthur Andersen LLP, where he examined internal controls and audited corporate documents for private and public micro-cap technology companies. Mr. Siri is a Certified Public Accountant and an attorney admitted in federal and state courts across the country.

Mr. Siri is regularly interviewed on national television for his expertise regarding certain legal issues. He has also been published in the Washington Post, Stat News, and Bloomberg.

## Mason A. Barney

*Partner*

Mason A. Barney is an experienced trial attorney who for nineteen years has represented both individuals and corporations in complex litigations. Mr. Barney received his J.D., *summa cum laude* from Brooklyn Law School, in 2005, where he graduated second in his class of nearly 500 students, and received numerous academic honors, in addition to being an editor on the Brooklyn Law Review. He then served as a law clerk to the Honorable Judge David G. Trager in the U.S. District Court for the Eastern District of New York. After clerking, he joined the litigation department at Latham & Watkins LLP, and later joined Olshan Frome Wolosky LLP a large established New York City law firm. Before law school, Mr. Barney earned his B.A. from Bowdoin College, where he double majored in Computer Science and Studio Art, and after college he served as a lead database developer for three years at a successful Internet start-up in Washington D.C.



Mr. Barney focuses his practice on class actions and representing individuals in complex litigations. In this practice he has won tens of millions of dollars for his clients. Among other matters, Mr. Barney has fought to stop companies from illegally spamming consumers with unwanted phone calls, has worked to stop companies from illegally obtaining their customers' biometric information (e.g., facial scans and fingerprints), and obtained recovery for numerous victims of data breaches. Mr. Barney has also served as counsel of record for numerous lawsuits involving alleged violations of the Illinois Genetic Information Privacy Act, successfully opposing dispositive motions and defeating improperly raised affirmative defenses.

Mr. Barney is recognized by the New York Legal Aid Society for his outstanding pro bono work representing indigent individuals in matters concerning prisoners' rights, immigration, and special education.

Mr. Barney has published a number of articles concerning a variety of legal issues. These include authoring or co-authoring: *The FBI vs. Apple: What Does the Law Actually Say?*, Inc. Magazine (February 2016); *Can Lawyers Be Compelled to Produce Data They Compile? An Emerging Front in the Trenches of e-Discovery Battles*, Bloomberg BNA (May 2015); *Legal Landscape for Cybersecurity Risk is Changing as Federal Government and SEC Take Action*, Inside Counsel Magazine (May 2015); *Tellabs v. Makor, One Year Later*, Securities Law 360 (July 2008); *Not as Bad as We Thought: The Legacy of Geier v. American Honda Motor Co. in Product Liability Actions*, 70 Brooklyn L. Rev. 949 (Spring 2005). Mr. Barney serves as an adjunct professor at Brooklyn College in New York, teaching Education Law in its graduate studies program, and separately has presented continuing legal education instruction regarding the Foreign Corrupt Practices Act.



## Elizabeth Brehm

*Partner*

Elizabeth Brehm graduated from Boston University with a Bachelor of Science and earned her master's degree from Long Island University at C.W. Post. She attended Hofstra Law School and obtained a Juris Doctorate, graduating *magna cum laude*, in 2008.



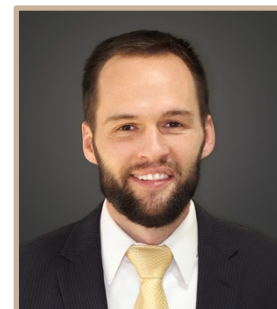
After law school, Ms. Brehm spent a year at Winston & Strawn LLP where she focused on products liability litigation. For nine years prior to joining Siri & Glimstad, Ms. Brehm worked for a New York law firm where she focused on antitrust class action lawsuits, health care fraud, and qui tam and whistleblower litigations.

Ms. Brehm has been an attorney at Siri & Glimstad for over two years and has handled numerous complex litigation matters, including class action matters.

## Walker Moller

*Partner*

Before law school, Walker Moller worked and volunteered for three years in 15 countries throughout Southeast Asia, Oceania, and Africa. While at Mississippi College School of Law, Walker clerked at the Mississippi Supreme Court and was on the Law Review. He graduated *summa cum laude* in 2014 and earned the highest grade in eight courses. After graduation, Walker clerked for a federal judge at the United States District Court, Western District of Louisiana, where he gained exposure to a large volume of employment discrimination matters, products liability cases, and constitutional litigation.



Walker then worked for the U.S. Army Corps of Engineers from 2015 to 2021, where his practice focused on federal contracts and civil litigation in various administrative courts. Immediately before joining Siri & Glimstad, Walker achieved full dismissal of a lawsuit against the Corps of Engineers that implicated \$68M worth of federal contracts.

## Lisa Considine

### *Partner*

Lisa R. Considine is counsel at Siri & Glimstad LLP and has broad litigation experience, having successfully litigated various class action cases involving violations of State and Federal consumer protection laws, including representing consumers against many of the world's largest companies.



Ms. Considine graduated from Rutgers College with a Bachelor of Arts and attended Seton Hall University School of Law and obtained her J.D., with Honors, in 2004.

Prior to joining Siri & Glimstad, Ms. Considine was a founding member of her own practice that focused exclusively on consumer class actions and individual matters against major auto rental companies, banks, mortgage lenders, auto finance companies, payday lenders and other consumer finance companies in litigation involving the Consumer Fraud Act, Electronic Fund Transfer Act, Truth in Lending Act, Real Estate Settlement Procedures Act, Fair Credit Reporting Act, Fair and Accurate Credit Transaction Act, Truth-in-Consumer Contract, Warranty and Notice Act, predatory lending, loan origination and servicing, banking operations and consumer fraud claims.

Ms. Considine serves on the Board of Directors of the Consumer League of New Jersey and is also Co-Chair of the New Jersey State Bar Association's Class Actions Special Committee. Ms. Considine also serves at the pleasure of the New Jersey Supreme Court on the District IIB Ethics Committee and is President of the Worrall F. Mountain Inn of Court. Ms. Considine is a member of the National Association of Consumer Advocates, the Complex Litigation e-Discovery Form (CLEF), and the New Jersey State Bar Association's Consumer Protection Committee.

## David DiSabato

### *Partner*

David J. DiSabato is counsel at Siri & Glimstad LLP and focuses his practice on complex class actions and consumer protection law. With over two decades of class action experience, Mr. DiSabato has led successful class actions against many of the country's largest financial institutions, retailers, service providers and employers. In addition, Mr. DiSabato has extensive experience handling patients' rights class actions and civil rights claims. Mr. DiSabato has also represented dozens of individuals in Illinois for class actions alleging violations of the Illinois Genetic Information





Privacy Act. As counsel of record, he has secured multiple victories in state and federal court by successfully opposing motions to dismiss and defeating improperly raised affirmative defenses.

Mr. DiSabato graduated from Tufts University and received his J.D. from Boston University School of Law. Named to the New Jersey Super Lawyers List in 2022 and 2023, Mr. DiSabato is the New Jersey Chair of the National Association of Consumer Advocates and sits on NACA's Judicial Nominations Committee. He also is a member of both the American Association for Justice and the New Jersey Association for Justice (Civil Rights Committee), and sits on the Board of Directors of the Consumer League of New Jersey, where he serves as the Director of Litigation. Mr. DiSabato is also a member of the Class Actions Special Committee and the Consumer Protection Law Committee of the New Jersey State Bar Association, as well as the Complex Litigation e-Discovery Forum (CLEF). He also serves as the Vice Chair of the Land Use Board of the Borough of Peapack and Gladstone.

In addition, Mr. DiSabato regularly lobbies in both Washington D.C. and Trenton, New Jersey on consumer issues such as predatory lending, manufactured housing and forced arbitration, and is a frequent speaker on Constitutional issues, class action practice and consumer rights.

Prior to joining Siri & Glimstad, Mr. DiSabato was a founding member of his own practice where he represented consumers, workers, tenants, patients and other individuals in complex class actions.

## **Tyler J. Bean**

### *Attorney*

Tyler J. Bean graduated from the University of Oklahoma's Michael F. Price College of Business in 2015 and obtained a Juris Doctorate from the University of Oklahoma in 2019, where he served as editor for the Oil and Gas, Natural Resources, and Energy Law Review Journal. Mr. Bean also received numerous academic honors as a law student, including being named to the Faculty Honor Roll and Dean's List.



After graduating law school and serving as in-house counsel for a large, multi-billion-dollar retail organization, Mr. Bean turned his focus to complex civil litigation and consumer class actions, with a particular emphasis on data breach and privacy matters. He has years of experience as a data breach and privacy lawyer, having played a significant role as class counsel in successfully litigating numerous data breach and privacy class actions from inception through discovery and court approved settlements, recovering millions of dollars for hundreds of thousands of consumers, patients, students, and employees across the country who have been victims of negligent data security and privacy practices.



## Kyle McLean

### Attorney

Kyle McLean obtained his J.D. in 2019 from the University of California, Hastings College of the Law, with an emphasis in Civil Litigation and Alternative Dispute Resolution. He was selected to participate in the Hastings Appellate Program, where he was one of only two students chosen to represent a pro bono client before the Ninth Circuit Court of Appeals and deliver oral and written argument before the Court. He received his B.A. in History and Economics from California Polytechnic University, Pomona in 2015. Prior to joining Siri & Glimstad, Mr. McLean defended a wide variety of complex civil matters.



Mr. McLean presently represents individuals in complex class action privacy litigations, including claims for illegally spamming consumers with unwanted telephone advertisements, unlawful requests for employees' genetic information (e.g., family medical history), and numerous victims of data breaches. Mr. McLean has served as counsel in approximately 40 cases alleging violations of the Illinois Genetic Information Privacy Act, through which Siri & Glimstad has successfully opposed several motions to dismiss, including *Taylor, et al. v. Union Pacific Railroad Company*, No. 23-cv-16404 (N.D. Ill.), *Williams v. The Peoples Gas Light and Coke Company*, No. 2023-CH-08058 (Cir. Ct. of Cook Cty.), *Basden v. OSF Healthcare System, et al.*, No. 2023-CH-07646 (Cir. Ct. of Cook Cty.), and *Henry v. The Segerdahl LLC*, No. 2023-CH-09167 (Cir. Ct. of Cook Cty.). He has also prevailed on multiple motions to strike the affirmative defenses raised in response to the allegations of the complaints in these matters.

## Oren Faircloth

### Attorney

Oren Faircloth graduated from McGill University in 2009 with a Bachelor of Arts degree in Political Science. Before attending law school, he served in the armed forces from 2010 to 2011. Mr. Faircloth graduated from Quinnipiac University School of Law, *magna cum laude*, in 2016.

Prior to joining Siri & Glimstad, Mr. Faircloth worked for a boutique law firm where he spearheaded ERISA class action lawsuits against Fortune 500 companies, including: Huntington Ingalls, Rockwell Automation, Raytheon, UPS, U.S. Bancorp, Delta Air Lines, and Sprint. Mr. Faircloth was involved in the prosecution of numerous successful class actions in which over \$100 million dollars have been recovered for tens of thousands of employees around the country. In 2022, Mr. Faircloth was recognized by Super Lawyers magazine as a Rising Star in the field of class action.







Mr. Faircloth focuses his practice on class actions and representing individuals in complex litigations. He presently represents individuals who have been denied reimbursement for work-related expenses from their employers, denied sufficient lactation accommodations in the workplace, and denied actuarially equivalent pension benefits. Mr. Faircloth has also represented several individuals on a pro bono basis, negotiating favorable settlements for violations of their constitutional rights.

## Wendy Cox

### Attorney

Prior to joining Siri & Glimstad, Ms. Cox served for 21 years in the United States Army as an Army Nurse Corps officer and as an Army Judge Advocate. As a nurse corps officer, Ms. Cox worked in several clinical settings to include a pediatric unit, a specialty surgical unit, and an orthopedic surgical unit. During her last year as an Army Nurse Corps officer, she taught Army medics in basic life-saving skills before being selected by the Army to attend law school. After graduating law school in 2005, Ms. Cox prosecuted soldiers, advised on operational law issues, taught Constitutional Law at West Point, and advised senior leaders on a variety of legal issues. Following her retirement from the United States Army in 2018, she went on to continue serving soldiers as an attorney for the Office of Soldiers' Counsel.



Wendy Cox graduated *cum laude* from the State University at Buffalo Law School in New York and *summa cum laude* from Norwich University with a Bachelor of Science in Nursing. She went on to get her Master of Laws (L.L.M.) degree in Military Law in 2008.

## Catherine Cline

### Attorney

Catherine Cline has extensive experience in a wide range of civil law, including constitutional, administrative, employment, and election law. Prior to joining Siri & Glimstad, Ms. Cline served as a judicial law clerk for judges in the U.S. District Court for the Middle District of Pennsylvania, the Commonwealth Court of Pennsylvania, and the Supreme Court of Pennsylvania.



Ms. Cline attended law school on a full tuition scholarship, during which time she served as the Editor-in-Chief of the law review and as intern for a U.S. District Court Judge in the Middle District of Florida. Before attending law school, Ms. Cline received her Bachelor of Arts in Economics with a Minor in Business and the Liberal Arts from Penn State University and worked in the Tax Credit Division of the Pennsylvania Department of Community and Economic Development.



## Dana Smith

### Attorney

Dana Smith is a seasoned litigator. Prior to joining Siri & Glimstad, Ms. Smith focused most of her legal career on personal injury litigation, including representing individuals harmed due to corporate negligence. Ms. Smith is also experienced in various domestic areas of practice, including divorce, high-conflict custody disputes, and child welfare law.

Ms. Smith graduated *cum laude* from the North Carolina Central University School of Law. Additionally, she received her Bachelor of Arts in Romance Languages from the University of North Carolina at Chapel Hill.



## Sonal Jain

### Attorney

Sonal Jain has experience in complex commercial litigations as well as class actions. Ms. Jain graduated from the New York University School of Law with an LLM in International Business Regulation, Litigation and Arbitration in 2020 where she gained experience with international dispute resolution. She received her first degree in law (B.A. LL.B.) from ILS Law College, Pune, a prime legal education institution in India. Prior to joining Siri & Glimstad, Ms. Jain held various internships with top-tier law firms in India where she specialized in complex dispute resolution ranging from consumer and corporate litigation to domestic arbitrations.



## Jack Spitz

### Attorney

Jack R. Spitz is a graduate of Rutgers School of Law where he was a member of the Rutgers Law Record Journal and interned with the Essex County Public Defender's Office. Following law school, he served as Law Clerk for two judges at the Middlesex County Superior Court in New Brunswick, New Jersey. Subsequently, Mr. Spitz defended a wide variety of personal injury and property damage matters, as well as represented Plaintiffs in employment litigation matters. Prior to law school, Mr. Spitz graduated from Clemson University in South Carolina.





## Gabrielle Williams

### *Attorney*

Ms. Williams obtained her J.D. from the University of Maryland Francis King Carey School of Law. During her time in law school, she represented clients in state court through the Justice for Victims of Crime Clinical Law Program. She also served as an Associate Editor on the Journal of Healthcare Law and Policy, Executive Board Member of the Black Law Students Association, and Class Representative for the Student Bar Association. Prior to joining Siri and Glimstad, Ms. Williams served as a Judicial Law Clerk on the Appellate Court of Maryland.



## Neil Williams

### *Attorney*

With a robust background in data breach litigation, Mr. Williams is a seasoned legal professional dedicated to protecting the interests of clients in the digital age. Leveraging his extensive experience in cybersecurity law and privacy regulations, he has successfully represented numerous individuals in complex data breach cases. Mr. Williams meticulously navigates the intricate legal landscape surrounding data breaches, providing strategic counsel and vigorous advocacy to achieve favorable outcomes for his clients.



Mr. Williams received his J.D. from Charleston School of Law, where he was awarded CALI Awards on two occasions for the top grade in his class. He also worked alongside several South Carolina Pro Bono Services to ensure that competent legal representation was reaching the most at need populations in the area. Mr. Williams received his undergraduate degree from the University of South Carolina.



## Sonjay Singh

*Attorney*

Sonjay Singh is a seasoned litigator with broad experience in data privacy matters.

Prior to joining Siri & Glimstad, Mr. Singh worked with prominent plaintiffs' firms in the District of Columbia and Pennsylvania, where he brought claims for individuals affected by data privacy violations, predatory lending, defective products, false advertising, institutional abuse, and other corporate misconduct. Mr. Singh has also practiced as a trial lawyer, pursuing personal injury, medical malpractice, defective premises, and other tort cases on behalf of his clients.



Mr. Singh graduated from Temple University's Beasley School of Law with both his J.D. and a certificate in Trial Advocacy and Litigation. During his time in law school, he was active on campus, and served as Vice President of the Student Bar Association. Mr. Singh also competed on Temple's highly-ranked Trial Team, winning the Inter-American Invitational at the University of Puerto Rico among other honors. For his dedication to plaintiffs' representation, Mr. Singh was named the Eisenberg Scholar, a scholarship given yearly to the outstanding student in civil litigation, and received the Trial Program Award for excellence in trial advocacy. Upon graduating, Mr. Singh was inducted into the Rubin Public Interest Society for his commitment to public service.

Mr. Singh is active in the legal community, and served as the 2022-23 Communications Chair for the MSBA Young Lawyers Division. Before starting his legal career, Mr. Singh co-founded a DEI hiring and recruiting startup, and was elected to serve as Democratic Committeeperson for the Townships of Marple and Newtown, PA.

## Notable Class Actions Handled By Siri & Glimstad LLP

### **Buchanan v. Sirius XM Radio, Inc.**

Case No. 3:17-cv-00728 (N.D. Tex.)

Appointed co-lead class counsel in a case alleging violations of the TCPA, which resulted in a settlement of \$25,000,000, plus free satellite radio service, to a class of 14.4 million members.



**Thomas v. Dun & Bradstreet Credibility Corp.**

Case No. 15-cv-3194 (S.D. Cal.)

Appointed co-lead class counsel in a case alleging violations of the TCPA which resulted in a settlement of \$10,500,000.

**Gatto v. Sentry Services, Inc., et al.**

Case No. 13 CIV 05721 (S.D. N.Y.)

Appointed co-lead class counsel in a case involving ERISA claims relating to an ESOP which resulted in a settlement of \$11,138,938.

**Kindle v. Dejana**

Case No. 14-cv-06784 (E.D. N.Y.)

Appointed co-lead trial counsel for plaintiffs in an ERISA matter filed as a class action involving breaches of fiduciary duty related to the management and termination of an ESOP, which settled after the beginning of trial for \$1,080,000 for the class.

**MacNaughton v. Young Living Essential Oils, LC,**

67 F.4th 89 (2d Cir. 2023)

Successfully reversed motion to dismiss, creating a significant precedent regarding the definition of “puffery” in N.Y. false advertising cases.

**MacNaughton v. Young Living Essential Oils, LC,**

Case No. 24LA0329 (Cir. Ct. Ill.)

Received final approval of settlement in false advertising class action valued at \$10,000,000.

**Carter, et al. v. Vivendi Ticketing US LLC d/b/a See Tickets**

Case No. 8:22-cv-01981 (C.D. Cal.)

Final approval granted, appointing firm as sole class counsel, in a data breach class action settlement involving 437,310 class members and a \$3,000,000 non-reversionary settlement fund.

**Medina v. Albertsons Companies, Inc.**

Case No. 1:23-cv-00480 (D. Del.)

Obtained final approval of a class settlement involving 33,000 class members and a \$750,000 non-reversionary settlement fund.

**In re Sovos Compliance Data Security Incident Litigation**

Case No. 1:23-cv-12100-AK (D. Mass.)

Obtained final approval of a class settlement that includes a non-reversionary settlement fund of \$3,534,128.50 involving 490,000 individuals, and separate from the settlement fund, requires the defendant to pay for data security improvements.



**Owens v. US Radiology Specialists, Inc.,**

Case No. 22 CVS 17797 (N.C. Super. Ct.)

Received final approval for settlement in data breach involving 1,309,429 customer's private health information, creating non-reversionary settlement fund of \$5,050,000 to compensate class members.

**In re: Planet Home Lending, LLC Data Breach**

Case No. 3:24-cv-127 (D. Conn.)

Preliminary approval granted for data breach settlement affecting 285,000 individuals, which will create a non-reversionary settlement fund valued at \$ 2,425,000.

**In re: Vivendi Ticketing US LLC, d/b/a See Tickets Data Security Incident**

Case No. 2:23-cv-07498 (C.D. Cal.)

Obtained preliminary approval of settlement in second data breach affecting 323,498 individuals, where the settlement agreement calls for the creation of a non-reversionary settlement fund in the amount of \$3,250,000.

**Fortra File Transfer Software Data Security Breach Litigation**

Case No. 24-MD-03090-RAR (S.D. Fl.)

Appointed to leadership team in nationwide multi-district litigation concerning data breach affecting more than 4,000,000 individuals' personal and health information.

# **EXHIBIT B**



<b>Professional</b>	<b>Hours</b>	<b>Rate</b>	<b>Total</b>
Mason Barney	1.2	\$ 825.00	\$ 990.00
	4.3	\$ 975.00	\$ 4,192.50
Tyler Bean	3.1	\$ 575.00	\$ 1,782.50
	3.0	\$ 675.00	\$ 2,025.00
Steven Cohen	2.7	\$ 825.00	\$ 2,227.50
Jennifer Malainy	4.5	\$ 325.00	\$ 1,462.50
Kimberly Hertz	0.1	\$ 250.00	\$ 25.00
Alcira Pena	10.7	\$ 225.00	\$ 2,407.50
	11.6	\$ 240.00	\$ 2,784.00
Delilah Estefano	3.8	\$ 240.00	\$ 912.00
Enrica Peters	2.9	\$ 225.00	\$ 652.50
	0.8	\$ 240.00	\$ 192.00
	48.7		\$19,653.00